

IT IS EXPECTED THAT A QUORUM OF THE PERSONNEL COMMITTEE, BOARD OF PUBLIC WORKS, PLAN COMMISSION, AND COMMON COUNCIL WILL BE ATTENDING THIS MEETING; (ALTHOUGH IT IS NOT EXPECTED THAT ANY OFFICIAL ACTION OF ANY OF THOSE BODIES WILL BE TAKEN)

CITY OF MENASHA
Common Council
Council Chambers, 3rd Floor- 140 Main St., Menasha
March 19, 2007

7:00 PM

AGENDA

 [Back](#)  [Print](#)

I. CALL TO ORDER

- A. Call to Order

II. PLEDGE OF ALLEGIANCE

- A. Pledge of Allegiance

III. ROLL CALL/EXCUSED ABSENCES

- A. Roll Call

IV. MINUTES TO APPROVE-MINUTES & COMMUNICATIONS TO RECEIVE

Minutes to approve:

- A. Common Council, 3/5/07

☐
[Attachments](#)

Minutes to receive:

- B. Administration Committee, 3/5/07

☐
[Attachments](#)

- C. Board of Public Works, 3/5/07

☐
[Attachments](#)

- D. Board of Health, 2/14/07

☐
[Attachments](#)

- E. Parking Committee, 10/25/06

☐
[Attachments](#)

- F. Plan Commission, 3/6/07

☐
[Attachments](#)

- G. Redevelopment Authority, 3/14/07

☐
[Attachments](#)

- H. NM Sewerage Commission, 1/23/07, 2/27/07

☐
[Attachments](#)

Communications:

1. CA/HRD Brandt, 3/13/07; Winnebago County Codebook

☐
[Attachments](#)

2. DPW Radtke to D.O.T, 3/6/07; Partial Reimbursement Request for River Street Relocation ☐ [Attachments](#)
3. Adam Alix, 3/8/07; Elevator Maintenance/Repairs ☐ [Attachments](#)
4. Engineering Supervisor Montour, 3/15/07; Town of Menasha Utility District Watermain and Sanitary Sewer Reconstruction ☐ [Attachments](#)
5. Winnebago County, 3/9/07; Weekly Testing of Outdoor Warning Sirens 2007 ☐ [Attachments](#)
6. League of WI Municipalities, Legislative Bulletin; 3/9/07 ☐ [Attachments](#)

V. PUBLIC COMMENTS ON ANY MATTER OF CONCERN TO THE CITY

Five (5) minute time limit for each person

- A. Public Comments on any Matter of Concern to the City

VI. APPOINTMENTS

- A. None

VII. CLAIMS AGAINST THE CITY

- A. None

VIII. REPORT OF DEPARTMENT HEADS/STAFF/CONSULTANTS

- A. None

IX. REPORT OF COMMITTEES/BOARDS/COMMISSIONS

- A. Plan Commission:

1. None

- B. Administration Committee:

1. License: Class B Beer Application for Fox Cinema, Inc., Vicki Radue, Agent for premises at 400 Third Street for the 2006-2007 licensing year ☐ [Attachments](#)
2. Selection of Proposal for Fourth of July Fireworks ☐ [Attachments](#)
3. Authorization to spend \$1,455.33 to remove telephone pole from between 81 and 87 Racine Street ☐ [Attachments](#)
4. Petition of Bob and Barbara Bisby to license more cats than allowed by City Code ☐ [Attachments](#)
5. Accounts payable and payroll for 3-8-07/3-15-07 for the amount of \$646,006.61 ☐ [Attachments](#)

- C. Board of Public Works:

1. Authorization to Execute WisDOT Bridge Agreement for Fiscal Year 2008 ☐ [Attachments](#)
2. Parking Committee Recommendation to Add One Parking Stall on the East Side and One Parking Stall on the West Side of Milwaukee Street between Main Street and Broad Street ☐ [Attachments](#)
3. Recommendation for 2007 Street Improvement Program: Kaukauna Street and High Street ☐ [Attachments](#)

X. ORDINANCES AND RESOLUTIONS

- A. O-6-07 - An Ordinance Relating to the Annexation of Certain Property to the City of Menasha, WI (Heckrodt Annexation) ☐ [Attachments](#)

XI. HELD OVER BUSINESS

- A. Recommendation from Redevelopment Authority, Development Agreement between Gilbert Mill, LLC and PJC Group, LLC and the City of Menasha ☐ [Attachments](#)

XII. COUNCIL DIRECTIVES

- A. CA/HRD Brandt - Update on Gatehouse Property (Ald. Hendricks)
- B. CA/HRD Brandt - Status of Lake Park Villas (Ald. Merkes)
- C. CDD Keil - Update on Menasha Cinema (Ald. Hendricks)
- D. CDD Keil - Temporary signs at mini storage facility (Ald. Hendricks)
- E. CDD Keil - Status of Larsen Engineering Study (Ald. Wisneski)
- F. CDD Keil - Update on resident's issues at Province Terrace (Ald. Chase)
- G. CDD Keil - Update on Province Terrace Rezoning (Ald. Merkes)
- H. Comp. Stoffel - Explanation of Miron Construction bill (Check #11342) for the New Fire Station (Ald. Merkes) ☐ [Attachments](#)
- I. FC VanderWyst - Update on new firestation (Ald. Merkes) ☐ [Attachments](#)

XIII. ADJOURNMENT

A. Adjournment

SPRING ELECTION: April 3, 2007

MEETING NOTICE: Monday, April 2, 2007 - Council Chambers
Common Council - 7:00 PM
Administration - 6:00 PM
Board of Public Works - 6:30 PM

"Menasha is committed to its diverse population. Our Non-English speaking population or others with disabilities are invited to contact the Menasha City Clerk at 967-3600 twenty-four hours in advance of the meeting for the City to arrange special accommodations."

CITY OF MENASHA
Common Council
Council Chambers, 3rd Floor- 140 Main St., Menasha
March 5, 2007

MINUTES DRAFT

☐ [Back](#) ☐ [Print](#)

I. CALL TO ORDER

A. Call to Order

Item Action:
None

Motions

Motion Type	Motion Text	Made By	Seconded By	Motion Result
	Meeting called to order by Mayor Laux at 8:04 p.m.			

II. PLEDGE OF ALLEGIANCE

A. Pledge of Allegiance

Item Action:
None

III. ROLL CALL/EXCUSED ABSENCES

A. Roll Call

Item Action:
None

Motions

Motion Type	Motion Text	Made By	Seconded By	Motion Result
	Present: Ald. Hendricks, Eckstein, Michalkiewicz, Chase, Merkes, Wisneski, Pack			
	Excused: Ald. Taylor			
	Dept. Heads Excused: PHD Nett.			

IV. MINUTES TO APPROVE-MINUTES & COMMUNICATIONS TO RECEIVE

Minutes to approve:

A. Common Council, 2/19/07

☐
[Attachments](#)
Item Action:
Approved

Motions

Motion Type	Motion Text	Made By	Seconded By	Motion Result
Approve	Common Council Minutes, 2/19/07	Alderman Michalkiewicz	Alderman Eckstein	Passed
	Motion carried on voice vote.			

Minutes to receive:

B. Administration Committee, 2/19/07

☐
[Attachments](#)

Item Action:
Approved

Motions

Motion Type	Motion Text	Made By	Seconded By	Motion Result
Move	To receive Minutes B-L.	Alderman Michalkiewicz	Alderman Eckstein	Passed
Motion carried on voice vote.				

C. Board of Public Works, 2/19/07

☐
[Attachments](#)
Item Action:
Approved

D. Information Technology Steering Committee, 1/15/07

☐
[Attachments](#)
Item Action:
Approved

E. Library Board, 2/20/07

☐
[Attachments](#)
Item Action:
Approved

F. N-M Fire Rescue, Finance & Personnel Committee, 2/27/07

☐
[Attachments](#)
Item Action:
Approved

G. Parks & Recreation Board, 2/12/07

☐
[Attachments](#)
Item Action:
Approved

H. Personnel Committee, 2/19/07

☐
[Attachments](#)
Item Action:
Approved

I. Public Hearings, 2/19/07; Special Use Permits- 313 Appleton St. & 1700 Appleton Rd.

☐
[Attachments](#)
Item Action:
Approved

J. Redevelopment Authority, 2/28/07

☐
[Attachments](#)
Item Action:
Approved

K. Safety Committee, 12/19/07

☐
[Attachments](#)
Item Action:
Approved

L. Water & Light Commission, 2/12/07; Closed Session

☐
[Attachments](#)
Item Action:
Approved

Communications:

1. Calumet County Legislative Committee minutes, 2/9/07

☐
[Attachments](#)

Item Action:
Approved

Motions

Motion Type	Motion Text	Made By	Seconded By	Motion Result
Move	To receive Communications 1-9.	Alderman Michalkiewicz	Alderman Eckstein	Passed
Motion carried on voice vote.				

2. Mayor Laux, 2/26/07; Firework Request for Proposal information
3. CDD Keil, 3/1/07; WI Chapter of the American Planning Association Annual Conference
4. MHS Principal Larry Haase to PC Stanke, 2/19/07; Polar Plunge thank you
5. League of WI Municipalities; Legislative Bulletin-2/23/07, League Letter-2/2/07
6. Pierce Manufacturing to FC VanderWyst, 2/23/07; Job well done
7. DPW Radtke, 2/28/07; Remote Operations for Tayco St. & Racien St. lift bridges
8. Menasha Utilities, 2/27/07; The Wire Newsletter
9. Menasha Utilities, Feb. 2007 Water Treatment Plant Modifications Construction Report

☐
[Attachments](#)
Item Action:
Approved

☐
[Attachments](#)
Item Action:
Approved

☐
[Attachments](#)
Item Action:
Approved

☐
[Attachments](#)
Item Action:
Approved

☐
[Attachments](#)
Item Action:
Approved

☐
[Attachments](#)
Item Action:
Approved

☐
[Attachments](#)
Item Action:
Approved

V. PUBLIC COMMENTS ON ANY MATTER OF CONCERN TO THE CITY

Five (5) minute time limit for each person

A. -

Item Action:
None

Motions

Motion Type	Motion Text	Made By	Seconded By	Motion Result
	Jim Bartz, Chairman of Heckrodt Wetland Reserve Board. The HWR Board supports O-6-07, Annexation of Heckrodt Wetland Reserve.			

VI. APPOINTMENTS

A. Mayor's Appointment to the Landmarks Commission:

1. Mary Nebel, 713 First St., for the term of March 1, 2007 to March 1, 2010

[Attachments](#)

Item Action:
Approved

Motions

Motion Type	Motion Text	Made By	Seconded By	Motion Result
Approve	Appointment of Mary Nebel to Landmarks Commission	Alderman Merkes	Alderman Eckstein	Passed
Motion carried on voice vote.				

VII. CLAIMS AGAINST THE CITY

A. None

Item Action:
None

VIII. REPORT OF DEPARTMENT HEADS/STAFF/CONSULTANTS

A. None

Item Action:
None

IX. REPORT OF COMMITTEES/BOARDS/COMMISSIONS

A. Plan Commission:

1. None

Item Action:
None

B. Administration Committee:

1. Recommendation from Utilities Commission, Steam Utility PILOT Payment between City of Menasha and Menasha Utilities

[Attachments](#)

Item Action:
Approved

Motions

Motion Type	Motion Text	Made By	Seconded By	Motion Result
Approve	Steam Utility PILOT Payment between City of Menasha and Menasha Utilities	Alderman Pack	Alderman Michalkiewicz	Passed
Motion carried on roll call 7-0.				

2. Consideration of Steam Plant Work-Out Plan (Ald. Pack)

[Attachments](#)

Item Action:
None

Motions

Motion Type	Motion Text	Made By	Seconded By	Motion Result
	Acted on in Administration Committee - Referred to Utilities Commission.			

3. Preparedness Pandemic Influenza Contract Agreement between Division of Public Health of the Dept. of Health and Family Services and the Menasha Health Dept. for the term of Sept. 1, 2006 to August 31, 2007, and authorized signature

☐ [Attachments](#)

**Item
Action:**
Approved

Motions

Motion Type	Motion Text	Made By	Seconded By	Motion Result
Approve	Preparedness Pandemic Influenza Contract Agreement	Alderman Wisneski	Alderman Eckstein	Passed
Motion carried on roll call 7-0.				

4. Installation of buoys in the Menasha Channel for 2007

☐ [Attachments](#)

**Item
Action:**
Approved

Motions

Motion Type	Motion Text	Made By	Seconded By	Motion Result
Approve	Installation of buoys in the Menasha Channel for 2007 in the amount of \$2,650. Fund to come from Marina Account.	Alderman Eckstein	Alderman Chase	Passed
Motion carried on roll call 6-1. Ald. Michalkiewicz - no.				

5. Selection of Proposal and Award of Auditing Services Contract for fiscal years ending December 31, 2006, 2007, 2008

☐ [Attachments](#)

**Item
Action:**
Approved

Motions

Motion Type	Motion Text	Made By	Seconded By	Motion Result
Approve	Selection of Proposal and Award of Auditing Services Contract to Schenck Government & Not-For-Profit Solutions.	Alderman Eckstein	Alderman Michalkiewicz	Passed
Motion carried on roll call 7-0.				

6. Recommendation from Redevelopment Authority, Development Agreement between Gilbert Mill, LLC and PJC Group, LLC and the City of Menasha

☐ [Attachments](#)

**Item
Action:**
None

Motions

Motion Type	Motion Text	Made By	Seconded By	Motion Result
Move	To hold for 2 weeks	Alderman Eckstein	Alderman Wisneski	Passed

7. Accounts payable and payroll for the period of 2-22-07 to 3-1-07 for the amount of \$889,660.73

☐ [Attachments](#)

Item
Action:
Approved

Motions

Motion Type	Motion Text	Made By	Seconded By	Motion Result
Approve	Accounts payable and payroll	Alderman Eckstein	Alderman Chase	Passed
Motion carried on roll call 7-0.				

C. Board of Public Works:

1. **Change Order - Carl Bowers & Sons Construction Co., Natures Way; Contract Unit No. TIF 9 2006-07; ADD: \$58,700.00 (Change Order No. 1)**

☐
[Attachments](#)

Item
Action:
Approved

Motions

Motion Type	Motion Text	Made By	Seconded By	Motion Result
Approve	Change Order - Carl Bowers and Sons Construction Co., Natures Way.	Alderman Pack	Alderman Michalkiewicz	Passed
Motion carried on roll call 7-0.				

2. **Change Order - CD Smith Construction, Inc. Water Treatment Plant Modifications; Contract Unit No. M002-940266.02; ADD: \$33,056.00 (Change Order No. 5)**

☐
[Attachments](#)

Item
Action:
Approved

Motions

Motion Type	Motion Text	Made By	Seconded By	Motion Result
Approve	Change Order-CD Smith Construction, Water Treatment Plant Modifications.	Alderman Pack	Alderman Eckstein	Passed
Motion carried on roll call 7-0.				

3. **Payment - Carl Bowers & Sons Construction Co., Inc.; Province Terrace; Contract Unit No. TIF 9 2006-07; \$148,462.81 (Payment No. 2)**

☐
[Attachments](#)

Item
Action:
Approved

Motions

Motion Type	Motion Text	Made By	Seconded By	Motion Result
Approve	Payment - Carl Bowers & Sons Construction Co., Inc.; Province Terrace.	Alderman Pack	Alderman Eckstein	Passed
Motion carried on roll call 7-0.				

4. **Payment - Dorner, Inc.; Nature's Way; Contract Unit No. 2006-08; \$5,574.21 (Payment No. 4)**

☐
[Attachments](#)

Item
Action:
Approved

Motions

Motion Type	Motion Text	Made By	Seconded By	Motion Result
Approve	Payment-Dorner, Inc., Nature's Way.	Alderman Pack	Alderman Chase	Passed
Motion carried on roll call 7-0.				

- 5. Payment - Vinton Construction Co.; River Street Relocation Roadway Construction; Contract Unit No. 2006-06; \$16,820.16 (Payment No. 6)**

☐
[Attachments](#)

Item
Action:
Approved

Motions

Motion Type	Motion Text	Made By	Seconded By	Motion Result
Approve	Payment-Vinton Construction Co., River Street Relocation Roadway Construction.	Alderman Pack	Alderman Eckstein	Passed
Motion carried on roll call 7-0.				

- 6. Menasha Utilities - Recommendation to Award Water Plant Bids**

☐
[Attachments](#)

Item
Action:
Approved

Motions

Motion Type	Motion Text	Made By	Seconded By	Motion Result
Approve	Menasha Utilities-Recommendation to Award Water Plant Bids, Control Panels to McM Systems, Inc for \$87,000 and Canal Circulation System and Landscaping to Argo Contracting for \$101,974.00	Alderman Pack	Alderman Wisneski	Passed
Motion carried on roll call 7-0.				

- 7. Street Use Application - Memorial Day Parade; Monday, May 28, 2007; 8:00 AM to 10:30 AM; American Legion 33**

☐
[Attachments](#)

Item
Action:
Approved

Motions

Motion Type	Motion Text	Made By	Seconded By	Motion Result
Approve	Street Use Application-Memorial Day Parade	Alderman Pack	Alderman Hendricks	Passed
Motion carried on roll call 7-0.				

- 8. Change Order - Vinton Construction Co.; River Street Relocation Roadway Construction; Contract Unit No. 2006-06; Add: \$9,295.00 (Change Order No. 3)**

☐
[Attachments](#)

**Item
Action:**
Approved

Motions

Motion Type	Motion Text	Made By	Seconded By	Motion Result
Approve	Change Order-Vinton Construction Co., River Street Relocation Roadway Construction	Alderman Pack	Alderman Michalkiewicz	Passed
Motion carried on roll call 7-0.				

D. Personnel Committee:

1. **Consideration of Nationwide ProAccount as a feature of the City of Menasha 457 Deferred Compensation Plan.**

☐
[Attachments](#)

**Item
Action:**
Approved

Motions

Motion Type	Motion Text	Made By	Seconded By	Motion Result
Approve	Consideration of Nationwide ProAccount.	Alderman Michalkiewicz	Alderman Eckstein	Passed
Motion carried on voice vote 6-1. Ald. Merkes - no.				

2. **Consideration of Nationwide FundGuard as a feature of the City of Menasha 457 Deferred Compensation Plan.**

☐
[Attachments](#)

**Item
Action:**
Approved

Motions

Motion Type	Motion Text	Made By	Seconded By	Motion Result
Approve	Condideration of Nationwide FundGuard.	Alderman Michalkiewicz	Alderman Eckstein	Passed
Motion carried on roll call 6-1. Ald. Merkes - no.				

E. NEENAH-MENASHA FIRE RESCUE:

1. **2/27/07, Recommends approval of the adoption of the International Fire Code, 2006 Edition**

☐
[Attachments](#)

**Item
Action:**
Approved

Motions

Motion Type	Motion Text	Made By	Seconded By	Motion Result
Approve	Adoption of the International Fire Code, 2006 Edition	Alderman Wisneski	Alderman Michalkiewicz	Passed
Motion carried on voice vote.				

X. ORDINANCES AND RESOLUTIONS

A. O-4-07 - An Ordinance Relating to Controlled Intersections (Southfield and Deerhaven)

☐ [Attachments](#)
Item Action:
Approved

Motions

Motion Type	Motion Text	Made By	Seconded By	Motion Result
Adopt	O-4-07	Alderman Hendricks	Alderman Pack	Passed
	Motion carried on roll call 5-2. Ald. Merkes, Wisneski, Pack, Hendricks, Chase - yes. Ald. Eckstein, Michalkiewicz - no.			

B. O-5-07 - An Ordinance Relating to Controlled Intersections (First and Appleton)

☐ [Attachments](#)
Item Action:
Approved

Motions

Motion Type	Motion Text	Made By	Seconded By	Motion Result
Adopt	O-5-07	Alderman Hendricks	Alderman Pack	Passed
	Motion carried on roll call 7-0.			

C. O-6-07 - An Ordinance Relating to the Annexation of Certain Property to the City of Menasha, Wisconsin (Heckrodt Annexation)

☐ [Attachments](#)
Item Action:
None

Motions

Motion Type	Motion Text	Made By	Seconded By	Motion Result
Move	To suspend the rules and take up O-6-07	Alderman Chase	Alderman Michalkiewicz	Failed
	Motion failed on roll call 4-3. Requires a two-thirds vote to pass. Ald. Pack, Eckstein, Michalkiewicz, Chase - yes. Ald. Merkes, Wisneski, Hendricks - no.			

D. R-7-07 - A Resolution Authorizing the Appeal of a Tax Exemption Granted to SCA Tissue North American, LLC

☐ [Attachments](#)
Item Action:
Approved

Motions

Motion Type	Motion Text	Made By	Seconded By	Motion Result
Adopt	R-7-07	Alderman Eckstein	Alderman Pack	Passed
	Motion carried on roll call 7-0.			

XI. COUNCIL DIRECTIVES

A. CA/HRD Brandt - Gatehouse Property (Ald. Hendricks)

Item Action:
None

Motions

Motion Type	Motion Text	Made By	Seconded By	Motion Result
	Atty. Koehler has drafted the required documents to remove the gatehouse from the			

	condominium property. He will get required signatures from condominium association.
--	---

B. CA/HRD Brandt - Update on Heckrodt Annexation (Ald. Chase)

Item Action:
None

Motions

Motion Type	Motion Text	Made By	Seconded By	Motion Result
	The ordinance was introduced at this meeting, will be voted on at the March 19 meeting.			

C. CDD Keil - Update on lighting at Stone Toad (Ald. Chase)

Item Action:
None

Motions

Motion Type	Motion Text	Made By	Seconded By	Motion Result
	The new lighting equipment has been ordered and should be installed by the end of the week.			

D. CDD Keil - Update on apartments on corner of Hwy 114 & Melissa St.(Ald. Eckstein)

Item Action:
None

Motions

Motion Type	Motion Text	Made By	Seconded By	Motion Result
	The building inspectors have checked out the property and see no housing or building code violations. The fire dept. does periodic inspections of apartment buildings. It should be suggested that new outside doors be installed.			

E. CDD Keil - Update on 535 1st Street (Ald. Taylor)

Item Action:
None

Motions

Motion Type	Motion Text	Made By	Seconded By	Motion Result
	The check to purchase the property has been sent to Winnebago County. They will be sending us the Deed.			

F. CDD Keil - Update on 81 & 87 Racine St. (Ald. Taylor)

Item Action:
None

Motions

Motion Type	Motion Text	Made By	Seconded By	Motion Result
	The contract with Konicek Environmental Consulting has been signed. They will start work as soon as the frost is out of the ground.			

G. CDD Keil - Update on Grocery Store (Ald. Taylor)

Item Action:
None

Motions

Motion Type	Motion Text	Made By	Seconded By	Motion Result
	Nothing new to report.			

H. CDD Keil - Information on sign on corner of Konemac St. & Plank Rd. (Ald. Taylor)

Item Action:
None

Motions

Motion Type	Motion Text	Made By	Seconded By	Motion Result
	This refers to the portable sign in front of Badger Ice Cream. The owners have been sent a notice requiring this sign to be moved. The ordinance only allows for portable signs to be up for 30 days. This sign has been up since the end of last summer.			
	Next Agenda: Ald. Wisneski-Larsen Engineering Study. Ald. Chase-Update on residents' issues with Province Terrace. Ald. Hendricks-1) Status of Gatehouse property; 2) Status of theater project; 3) Temporary signs at mini storage units on Plank Road. Ald. Merkes-1) Payment to Miron Construction for work done at new fire station property; 2) Status of new fire station; 3) Status of Lake Park Villas Development; 4) Status of Province Terrace Rezoning Requirement.			

XII. CITIZEN REPRISE (People from the gallery to be heard; only pertaining to matters on the agenda - five (5) minute time limit for each person)

A. None

Item Action:
None

XIII. ADJOURNMENT

A. Adjournment

Item Action:
None

Motions

Motion Type	Motion Text	Made By	Seconded By	Motion Result
Move	To adjourn at 8:40 p.m.	Alderman Pack	Alderman Wisneski	Passed
	Motion carried on voice vote.			
	Respectfully submitted by Deborah A. Galeazzi City Clerk			

CITY OF MENASHA
Administration Committee
140 Main Street, 3rd Floor Council Chambers
March 5, 2007

MINUTES DRAFT

☐ [Back](#) ☐ [Print](#)

I. CALL TO ORDER

A. Call to Order

Item Action:
None

Motions

Motion Type	Motion Text	Made By	Seconded By	Motion Result
-------------	-------------	---------	-------------	---------------

	Meeting called to order by Chairman Eckstein at 5:30p.m.			
--	--	--	--	--

II. ROLL CALL/EXCUSED ABSENCES

A. Roll Call

Item Action:
None

Motions

Motion Type	Motion Text	Made By	Seconded By	Motion Result
-------------	-------------	---------	-------------	---------------

	Present: Ald. Hendricks, Eckstein, Michalkiewicz, Chase, Merkes, Wisneski, Pack.			
--	--	--	--	--

	Excused: Ald. Taylor.			
--	-----------------------	--	--	--

	Also Present: Mayor Laux, CA/HRD Brandt, PC Stanke, FC Vander Wyst, DPW Radtke, CDD Keil, Comp/Treasurer Stoffel, PRD Tungate, PHD Nett. MUGM Young, Clerk Galeazzi and the Press.			
--	--	--	--	--

III. MINUTES TO APPROVE-MINUTES & COMMUNICATIONS TO RECEIVE

Minutes to approve:

A. February 19, 2007

☐ [Attachments](#)
Item Action:
Approved

Motions

Motion Type	Motion Text	Made By	Seconded By	Motion Result
-------------	-------------	---------	-------------	---------------

Approve	February 19, 2007 Minutes	Alderman Michalkiewicz	Alderman Pack	Passed
---------	---------------------------	------------------------	---------------	--------

	Motion carried on voice vote.			
--	-------------------------------	--	--	--

IV. DISCUSSION

A. Update on Steam Utility Project and Water Treatment Plant Project (Discussion Only)

☐ [Attachments](#)
Item Action:

None

Motions

Motion Type	Motion Text	Made By	Seconded By	Motion Result
	MUGM Young reported on the Steam Utility Project: February was a good month for selling steam and with the MISO Market. The coal quality is better. Financially, they did better than expected for the month of February. They have updated Moody's Investment Services on the current situation. The City's rating will remain the same. New coal contracts have been negotiated and will take effect on June 1, 2007 for a two year term. Mr. Young reported the noise issue is being addressed by the vendor. It could be one of two items being checked. The cost to replace/repair the item could be approximately \$10,000.00.			
	Water Treatment Plant Project: The weather in February slowed the crew down on some of the outside work. Bids have been received on control panels' equipment, software, canal circulation system and landscaping that will be discussed in Board of Public Works. The concrete pours are almost completed. The GAC has been reduced in two of three filters. The filters are smaller and are less expensive to replace.			

B. Recommendation from Utilities Commission, Steam Utility PILOT Payment between City of Menasha and Menasha Utilities.



[Attachments](#)
Item Action:
None

Motions

Motion Type	Motion Text	Made By	Seconded By	Motion Result
	Mayor Laux explained that the Steam Utilities is not like the Water & Electric Utilities whereas their PILOT (Payment in Lieu of Taxes) is built into the rate charged to customers. The Steam Utilities needs to establish some guidelines for their PILOT payments. Their payment will need to come from the profits made. The Utilities Commission recommends this agreement. The PILOT payment can be used to offset debt service of the Steam Utilities and will be held in the bond redemption account for the semi-annual payments of the outstanding notes/bonds.			

C. Consideration of Steam Plant Work-Out Plan. (Ald. Pack)



[Attachments](#)
Item Action:
None

Motions

Motion Type	Motion Text	Made By	Seconded By	Motion Result
	Ald. Pack presented a draft of a proposal to hire a consultant to help analyze the situation with the Steam Plant. The proposal listed options to help determine the viability of the Steam Plant. It also listed potential candidates with experience in the area of finance, technology, negotiation and research that could be hired. Ald. Pack recommended adding an additional item under the criteria category: Get a value of electric utility division on the open market and determine if selling this part of Menasha Utilities is in the best interest of the City of Menasha.			
	Discussion ensued on referring this proposal to the Utilities Commission for their recommendations. This is an item that needs input from both the Utilities Commission and Common Council.			
Move	To refer back to Utilities Commission	Alderman Merkes	Alderman Michalkiewicz	Passed
	Ald. Merkes made a friendly amendment to include Ald. Pack's recommendation of adding an additional item under Criteria: Get a value of electric utility division on the open market and determine if selling this part of Menasha Utilities is in the best interest of the City of Menasha.			

Motion as amended carried on roll call 7-0.

- D. Preparedness Pandemic Influenza Contract Agreement between Division of Public Health of the Dept. of Health and Family Services and the Menasha Health Dept. for the term Sept. 1, 2006 to August 31, 2007, and authorized signature.**

☐
[Attachments](#)
Item Action:
None

Motions

Motion Type	Motion Text	Made By	Seconded By	Motion Result
	PHD Nett explained there was a hold up on receiving this contract from the State. Staff has been working on the requirements to receive the funding. She feels they will meet all the requirements in the time allowed.			

- E. Installation of buoys in the Menasha Channel for 2007.**

☐
[Attachments](#)
Item Action:
None

Motions

Motion Type	Motion Text	Made By	Seconded By	Motion Result
	PRD Tungate explained if the City wants the buoys installed in the channel before the normal opening day of the navigational season, we would need to pay a fee of \$2,650. Winnebago County administers the buoy installation contract and the date of May 12, 2007 is set for installation county wide.			

- F. Selection of Proposal and Award of Auditing Services contract for fiscal years ending December 31, 2006, 2007, 2008.**

☐
[Attachments](#)
Item Action:
None

Motions

Motion Type	Motion Text	Made By	Seconded By	Motion Result
	Discussion ensued on supporting Compt/Treasurer Stoffel's recommendation to award the auditing services contract to Schenck Government & Not-For-Profit Solutions.			

- G. Recommendation from Redevelopment Authority, Development Agreement between Gilbert Mill, LLC and PJC Group, LLC and the City of Menasha.**

☐
[Attachments](#)
Item Action:
None

Motions

Motion Type	Motion Text	Made By	Seconded By	Motion Result
	CDD Keil explained this is a new type of development agreement for the City. This sets up a developer-financed TIF. Because of the uniqueness of this agreement, CDD Keil is recommending the wording under Article V. Undertaking of the City, of the development agreement be revisited by the Redevelopment Authority.			

- H. O-6-07 - An Ordinance Relating to the Annexation of Certain Property to the City of Menasha, Wisconsin (Heckrodt Annexation).**

☐
[Attachments](#)
Item Action:
None

Motions

Motion Type	Motion Text	Made By	Seconded By	Motion Result
	CA/HRD Brandt reported he received a letter from the Town of Menasha Administrator indicating that since some of the property being annexed is considered improved land, they are requesting equal value of property as defined under the joint boundary agreement be detached from the City. CA/HRD Brandt explained the part the Town is referring to is the back parking lot and the boardwalk trails. In his opinion, this would not be considered improved land.			

I. R-7-07 - Resolution Authorizing the Appeal of a Tax Exemption Granted to SCA Tissue North American, LLC.

☐ [Attachments](#)
Item Action:
None

Motions

Motion Type	Motion Text	Made By	Seconded By	Motion Result
	CA/HRD Brandt explained this resolution is necessary if we would need to file a petition for review by the Tax Appeals Commission. A decision on the SCA case is expected by April 1 from the State Board of Assessors.			

J. Accounts payable and payroll for 2-22-07/3-1-07 for the amount of \$889,660.73.

☐ [Attachments](#)
Item Action:
None

Motions

Motion Type	Motion Text	Made By	Seconded By	Motion Result
	Ck. #011477-Kann Manufacturing Corp.-\$116.49 - repair parts for City vehicle/PWF.			
	Ck. #011490-Mr. Rooter-\$6,724.00 - repair main sewer in street in front of 510 5th St.			
	Ck. #011464-Barco Products-\$6,430.00 - SBC message centers.			

V. ADJOURNMENT

A. Adjournment

Item Action:
Approved

Motions

Motion Type	Motion Text	Made By	Seconded By	Motion Result
Move	To adjourn at 7:35p.m.	Alderman Wisneski	Alderman Pack	Passed
	Motion carried on voice vote.			
	Respectfully submitted by Deborah A. Galeazzi City Clerk.			

CITY OF MENASHA
Board of Public Works
Third Floor Council Chambers, 140 Main Street, Menasha, WI
March 5, 2007

MINUTES DRAFT

☐ [Back](#) ☐ [Print](#)

I. CALL TO ORDER

A. -

Item Action:
None

Motions

Motion Type	Motion Text	Made By	Seconded By	Motion Result
	Meeting called to order by Vice-Chairman Pack at 7:35p.m.			

II. ROLL CALL/EXCUSED ABSENCES

A. -

Item Action:
None

Motions

Motion Type	Motion Text	Made By	Seconded By	Motion Result
	Present: Ald. Hendricks, Eckstein, Michalkiewicz, Chase, Merkes, Wisneski, Pack.			
	Excused: Ald. Taylor.			
	Also Present: Mayor Laux, CA/HRD Brandt, PC Stanke, FC Vander Wyst, DPW Radtke, CDD Keil, Comp Stoffel, PRD Tungate, Clerk Galeazzi, and the Press.			

III. MINUTES TO APPROVE-MINUTES & COMMUNICATIONS TO RECEIVE

Minutes to approve:

A. February 19, 2007

☐
[Attachments](#)
Item Action:
Approved

Motions

Motion Type	Motion Text	Made By	Seconded By	Motion Result
Approve	February 19, 2007 Minutes	Alderman Michalkiewicz	Alderman Eckstein	Passed
	Motion carried on voice vote.			

IV. DISCUSSION

A. Change Order - Carl Bowers & Sons Construction Co., Natures Way; Contract Unit No. TIF 9 2006-07; ADD: \$58,700.00 (Change Order No. 1)

☐
[Attachments](#)
Item Action:
None

Motions

Motion Type	Motion Text	Made By	Seconded By	Motion Result
	DPW Radtke explained the change order is for the Natures Way Housing project for removal of soil to bring it to grade. The funds will come from TIF 9.			

- B. Change Order - CD Smith Construction, Inc. Water Treatment Plant Modifications; Contract Unit No. M002-940266.02; ADD: \$33,056.00 (Change Order No. 5)**

☐
[Attachments](#)
Item Action:
None

Motions

Motion Type	Motion Text	Made By	Seconded By	Motion Result
	MU GM Young reported this change covers a few adjustments in items for the water treatment plant. The project is still under budget.			

- C. Payment - Carl Bowers & Sons Construction Co., Inc.; Province Terrace; Contract Unit No. TIF 9 2006-07; \$148,462.81 (Payment No. 2)**

☐
[Attachments](#)
Item Action:
None

Motions

Motion Type	Motion Text	Made By	Seconded By	Motion Result
	DPW Radtke explained this change is in the amount of retainage for the work completed. State law was recently changed to prescribe less retainage on municipal contracts. The top soil is from the street right-of-way on Province Terrace.			

- D. Payment - Dorner, Inc.; Nature's Way; Contract Unit No. 2006-08; \$5,574.21 (Payment No. 4)**

☐
[Attachments](#)
Item Action:
None

Motions

Motion Type	Motion Text	Made By	Seconded By	Motion Result
	No Questions or Discussion.			

- E. Payment - Vinton Construction Co.; River Street Relocation Roadway Construction; Contract Unit No. 2006-06; \$16,820.16 (Payment No. 6)**

☐
[Attachments](#)
Item Action:
None

Motions

Motion Type	Motion Text	Made By	Seconded By	Motion Result
	DPW Radtke explained the percentage of the retainage should be 2.5%			

- F. Menasha Utilities - Recommendation to Award Water Plant Bids**

☐
[Attachments](#)
Item Action:
None

Motions

Motion Type	Motion Text	Made By	Seconded By	Motion Result
	MU GM Young explained the Utilities Commission is only recommending awarding the bid to McM Systems for \$87,000 to cover the control panels. He feels they can do			

better with a different vendor for the computer equipment & SCADA Software.

G. Street Use Application - Memorial Day Parade; Monday, May 28, 2007; 8:00 AM to 10:30 AM; American Legion 33



[Attachments](#)

Item Action:

None

Motions

Motion Type	Motion Text	Made By	Seconded By	Motion Result
-------------	-------------	---------	-------------	---------------

	No Questions or Discussion.			
--	-----------------------------	--	--	--

H. Change Order - Vinton Construction Co.; River Street Relocation Roadway Construction; Contract Unit No. 2006-06; Add: \$9,295.00 (Change Order No. 3)



[Attachments](#)

Item Action:

None

Motions

Motion Type	Motion Text	Made By	Seconded By	Motion Result
-------------	-------------	---------	-------------	---------------

	DPW Radtke explained this change order was from the reconstruction of River Street. The road needed to be relocated west of Washington Street. The railroad would not allow the paving of the crossing by the tracks when the rest of the street was paved, so the grading and paving crew had to come back to finish the crossing work.			
--	--	--	--	--

V. ADJOURNMENT

A. -

Item Action:

Approved

Motions

Motion Type	Motion Text	Made By	Seconded By	Motion Result
-------------	-------------	---------	-------------	---------------

Move	To adjourn at 7:56p.m.	Alderman Merkes	Alderman Eckstein	Passed
------	------------------------	-----------------	-------------------	--------

Motion carried on voice vote.				
-------------------------------	--	--	--	--

Respectfully submitted by Deborah A. Galeazzi City Clerk				
--	--	--	--	--

CITY OF MENASHA
Board of Health
Menasha Health Department Conference Room
February 14, 2007

MINUTES

☐ [Back](#) ☐ [Print](#)

I. CALL TO ORDER

A. -

Item Action:
None

Motions

Motion Type	Motion Text	Made By	Seconded By	Motion Result
	Meeting called to order at 8:20 AM by Chairman C. Rusin. Members present: Candyce Rusin, Dr. Teresa Shoberg, Lori Asmus, Dorothy Jankowski, and Susan Nett.			

II. MINUTES TO APPROVE-MINUTES & COMMUNICATIONS TO RECEIVE

Minutes to approve:

A. Approval of minutes from January 10, 2007

☐ [Attachments](#)
Item Action:
None

Motions

Motion Type	Motion Text	Made By	Seconded By	Motion Result
Approve	minutes from January 10, 2007 meeting.	Dorothy Jankowski	Lori Asmus	Passed

III. REPORT OF DEPARTMENT HEADS/STAFF/CONSULTANTS

A. December Communicable Disease Monthly Report

☐ [Attachments](#)
Item Action:
None

Motions

Motion Type	Motion Text	Made By	Seconded By	Motion Result
	Report distributed and discussed.			

B. Menasha Health Department 2005 Annual Report

☐ [Attachments](#)

Item Action:

None

Motions

Motion Type	Motion Text	Made By	Seconded By	Motion Result
	Report distributed and discussed.			

C. Flu vaccine 2007

Item Action:

None

Motions

Motion Type	Motion Text	Made By	Seconded By	Motion Result
	Flu vaccine for the 2007 season ordered. Cost should stay at \$12/dose.			

D. Dimensions of Diversity Training Program

Item Action:

None

Motions

Motion Type	Motion Text	Made By	Seconded By	Motion Result
	Northern AHEC is offering two scholarships for employees to attend the Dimensions of Diversity training to be held in Wausau in April. Peggy Murphy and Amy Winninghoff will be attending. Discussion about the changing demographics in the area and how this training may be beneficial to the department.			

E. NIMS Compliance Training - Health Department Update

Item Action:

None

Motions

Motion Type	Motion Text	Made By	Seconded By	Motion Result
	Two health department staff members are incomplete with the required training but should have it completed before summer. Public Health Director will be taking ICS 300 and 400 training this spring. The NIMS compliance training is required for the department to continue to receive certain types of grant funding.			

F. Spring Semester Nursing Students - Update

Item Action:

None

Motions

Motion Type	Motion Text	Made By	Seconded By	Motion Result
	The health department is currently providing student nursing clinical training for three			

UW-O undergrad nursing students and one ACCEL nursing student. The department will receive a \$500 stipend for the ACCEL student.

G. School Wellness Policy Update

Item Action:
None

Motions

Motion Type	Motion Text	Made By	Seconded By	Motion Result
	S. Nett attended the School Wellness Policy committee last week. The various sub-committees are still working on the draft policy guidelines. Discussion on the necessity of having a policy with workable guidelines. S. Nett to keep the committee informed on the progress of this group.			

H. School Preparedness Update

Item Action:
None

Motions

Motion Type	Motion Text	Made By	Seconded By	Motion Result
	Discussion on issues related to pandemic flu planning and emergency preparedness in the schools. Staff will be doing a presentation on pandemic flu on Feb. 22 for school district administrators. S. Nett is on the school district emergency preparedness planning committee and has been assisting with the school site survey process.			

I. Interim Pre-Pandemic Planning Guidance: Community Strategies

Item Action:
None

Motions

Motion Type	Motion Text	Made By	Seconded By	Motion Result
	Community disease control and prevention measures may include community disease containment measures such as social distancing. Discussion on various types of social distancing and the impacts this can have on the community. Pandemic flu planning for 2007 will include evaluating community disease containment measures.			

J. Pre-pandemic Planning: Schools

Item Action:
None

IV. HELD OVER BUSINESS

A. -

Item Action:
None

V. ADJOURNMENT

A. -

Item Action:
None

Motions

[illegible]

**CITY OF MENASHA
AD-HOC PARKING COMMITTEE**

Third Floor Council Chambers
140 Main Street, Menasha

Wednesday, October 25, 2006

11:00 AM

Minutes

Meeting called to order at 11:07 AM

Members Present: Ald. Wisneski; PC Stanke; PWD Radtke; CA Brandt; CDD Keil

Also Present: Ald. Eric R. Hendricks; Kathy Hecker, 940 E. Fourth St.; Charlotte & Richard Reimer, 952 Fourth St.; Kim Vanderhyden, 334 Park St.
Carol Schmidt (Public Works & Engineering Dept.)

I. Roll Call

II. Approval August 30, 2006 Meeting Minutes

A motion was made by Ald. Wisneski and seconded by PC Stanke to accept the August 30, 2006 Parking Committee minutes. The motion carried by voice vote.

III. Request for 40' Prohibited Parking Zone on Fourth Street at Konemac Street (Ald. Hendricks)

Ald. Hendricks stated he was contacted by several residents regarding a man who appears to be running an illegal car repair business from his home and using Fourth Street as his personal parking lot. He also stated he has had contact with PC Stanke, CA Brandt, and Associate Planner Jessica Beckendorf in regard to this illegal business.

Ald. Hendricks stated that he and the residents are concerned that this gentleman is parking cars and trucks less than 10' from the corner on both sides of Fourth Street which is creating a vision obstruction. Residents are also concerned because this is a high traffic area with kids going to school or the pool.

Charlotte Reimer wanted the committee to know there is another issue on the SE corner where there is a two story home with a hedge growing higher than the chain link fence down to the sidewalk. She stated she has to nose out into the intersection to see because the hedge obstructs her vision. In the winter it is worse because the sun doesn't get to that corner and melt the ice so in addition to being unable to see, it is also slippery.

PC Stanke stated that when he took a look, there were no cars, but there were pick up trucks and vans parked there and several kids on bikes in the area.

Kathy Hecker stated the man works on cars in the road with his legs hanging out from underneath and they have to drive around him.

Ald. Hendricks said the man has a utility van that he also parks out there. Regarding the illegal business, CA Brandt indicated the burden of proof is the responsibility of the City, so it is difficult to positively determine if business is operating.

Kathy stated it was zoned business, there other businesses on the street.

A motion was made by PC Stanke to prohibit parking on both sides of Fourth Street from Konemac Street 40' east. Ald. Wisneski seconded the motion.

CA Brandt was concerned that this problem would just move further down the street. He also stated he was involved in getting the mess cleaned up on this property. The father owns the property, not the son who lives there.

PC Stanke stated we need to address the request for 40' of prohibited parking as the first problem.

Regarding the hedge, CDD Keil stated the chain link fence could be 3' high. PWD Radtke suggested an order be submitted for the hedge to be trimmed so as not to obstruct vision at the intersection.

Motion carried by voice vote.

CA Brandt stated this issue will come before the Council at its November 20th meeting.

Much discussion regarding calling the police in the past regarding this issue, painting the curb, and putting up signage to make it easier to enforce.

PWD Radtke stated signage would go up if adopted.

IV. Request to Prohibit One Parking Stall on the South Side of Keyes Street Immediately West of Park Street (Ald. Merkes)

Kim Vanderhyden stated this is a dangerous intersection in the summer with extra traffic and parking because of vehicles with trailers and weddings on weekends. When vehicles are parked there, you can't see out into the street. Traffic starts getting really heavy in May.

PWD Radtke was concerned that 20' would not be enough and suggested 40'. There should be no vision problem there except for the height of vehicles parked there.

Discussion regarding how confusing the parking areas and no parking areas are on Keyes Street because they are not continuously on one particular side. Also, the fact that it is a narrow street causes issues as well.

A motion was made by Ald. Wisneski to prohibit parking on the south side of Keyes Street from Park Street 40' west. PC Stanke seconded the motion.

Motion carried by voice vote.

V. Adjournment

A motion was made by CDD Keil, seconded by CA Brandt to adjourn.

The motion carried by voice vote and the meeting was adjourned at 11:34 AM.

Respectfully submitted,

Carol Schmidt
CSII

CITY OF MENASHA
Plan Commission
Council Chambers, 3rd Floor City Hall - 140 Main Street, Menasha
March 6, 2007

MINUTES DRAFT

☐ [Back](#) ☐ [Print](#)

I. CALL TO ORDER

A. -

Item Action:
None

Motions

Motion Type	Motion Text	Made By	Seconded By	Motion Result
	Mayor Laux called the meeting to order at 3:30 p.m.			

II. ROLL CALL/EXCUSED ABSENCES

A. -

Item Action:
None

Motions

Motion Type	Motion Text	Made By	Seconded By	Motion Result
	PLAN COMMISSION MEMBERS PRESENT: Mayor Laux, DPW Radtke, Ald. Merkes, and Commissioners Norm Sanders, Catherine Cruickshank, and Dave Schmidt. PLAN COMMISSION MEMBERS EXCUSED: Dick Sturm. OTHERS PRESENT: CDD Keil, AP Beckendorf, Doug Schmidt, and Bob Acord.			

III. MINUTES TO APPROVE-MINUTES & COMMUNICATIONS TO RECEIVE

Minutes to approve:

A. February 13, 2007 Plan Commission Meeting Minutes

☐
[Attachments](#)
Item Action:
Approved

Motions

Motion Type	Motion Text	Made By	Seconded By	Motion Result
Approve	Motion to approve the February 13, 2007 Plan Commission meeting minutes.	Comm Sanders	Comm Schmidt	Passed

IV. PUBLIC COMMENTS ON ANY MATTER OF CONCERN TO THE CITY

Five (5) minute time limit for each person

A. -

Item Action:
None

V. ACTION ITEMS

A. Site Plan Review - 220 Washington Street



[Attachments](#)

Item Action:
Approved

Motions

Motion Type	Motion Text	Made By	Seconded By	Motion Result
Approve w/ Conditions	Motion to approve with the condition that landscaping and lighting plans are brought back to the Plan Commisison for approval.	Comm Cruickshank	Comm Sanders	Passed
	CDD Keil explained that this item was presented at a previous Plan Commission meeting and has been brought back with the inclusion of more details. A detailed landscaping and lighting plan would need to be submitted for approval. There was extensive discussion regarding existing and proposed lighting and luminaire types. There are some city-owned light poles on the property that are serving two of the adjoining properties. CDD Keil asked whether the parking lot would be paved. Doug Schmidt, of Contractin Specialist, Inc. stated that the parking lot will be re-paved as part of this project. Ald. Merkes requested an additional handicap parking stall to be located near the north entrance. Mr. Schmidt stated that he would designated stall #14 on the plans as handicap parking. There was some discussion regarding drainage, landscaping, and traffic flow.			

B. Utility Easement - Natures Way - WE Energies - Natural Gas



[Attachments](#)

Item Action:
None

Motions

Motion Type	Motion Text	Made By	Seconded By	Motion Result
	This item was held over following discussion regarding alternatives. Plan Commission members were concerned with the proximity of the easement to the homes.			

VI. ADJOURNMENT

A. -

Item Action:
Approved

Motions

Motion Type	Motion Text	Made By	Seconded By	Motion Result
Approve	Motion to adjourn at 4:30 p.m.	Alderman Merkes	DPW Radtke	Passed

DRAFT

**CITY OF MENASHA
Redevelopment Authority
Council Chambers, 3rd Floor City Hall - 140 Main Street, Menasha
March 14, 2007**

MINUTES

 + Back  Print

I. CALL TO ORDER**A. -**

Item Action:
None

Motions

Motion Type	Motion Text	Made By	Seconded By	Motion Result
-------------	-------------	---------	-------------	---------------

Meeting was called to order by Chairman Vanderhyden at 6:32 p.m.

II. ROLL CALL/EXCUSED ABSENCES**A. -**

Item Action:
None

Motions

Motion Type	Motion Text	Made By	Seconded By	Motion Result
-------------	-------------	---------	-------------	---------------

REDEVELOPMENT AUTHORITY MEMBERS PRESENT: Commissioners Vanderhyden, Skalmoski, Lueneburg, Stevens, Kennedy and Alderman Wisneski.

REDEVELOPMENT AUTHORITY MEMBERS EXCUSED: Commissioner Henseler

OTHERS PRESENT: Alderman Merkes, Tom Chalcoff, Randy Stadtmueller, CAHRD Brandt, CDD Keil and CT Stoffel

III. MINUTES TO APPROVE-MINUTES & COMMUNICATIONS TO RECEIVE**Minutes to approve:****A. Minutes of the February 28, 2007 Redevelopment Authority Meeting**


Attachments
Item Action:
None

Motions

Motion Type	Motion Text	Made By	Seconded By	Motion Result
Approve	Motion to approve the minutes of the February 28, 2007 Redevelopment Authority meeting.	Comm Kennedy	Alderman Wisneski	Passed

IV. PUBLIC COMMENTS ON ANY MATTER OF CONCERN TO THE CITY**Five (5) minute time limit for each person****A. -**

Item Action:

DRAFT

None

Motions

Motion Type	Motion Text	Made By	Seconded By	Motion Result
	No one spoke.			

V. ACTION ITEMS

A.	Gilbert Site Redevelopment - Revised Redevelopment Agreement - Gilbert Mill, LLC	Item Action:
		None

Motions

Motion Type	Motion Text	Made By	Seconded By	Motion Result
	CDD Keil explained the substantive modification to the agreement which involved the inclusion of interest along with the principal amount of \$300,000 that is to be repaid to the developer out of TIF increment. Article VI of the modified agreement and Exhibit "D" articulate these changes. He also pointed out that there is an apparent conflict between the definition of "Grant" under Article I and the amended language contained in Article VI and Exhibit "D".			
	Atty. Brandt discussed the addition of a prepayment clause and the potential benefits to the city should this option be exercised. He stated that subject to the clarification of the definition of "Grant" as noted above, he was satisfied with the agreement from a legal perspective.			
	Commissioners discussed potential language for clarifying the definition of "Grant", questioned the amount of increment that would be generated annually by the project, confirmed that the city contribution of tax increment to the developer would not exceed 20 years, and inquired about the status of asbestos remediation in the buildings.			
Approve	Follwing disucssion, motion to recommend approval of the modified grant agreement to the Common Council to include the accrued interest subject to agreement among the parties concerning the definition of "Grant" under Article I.	Comm Skalmoski	Comm Stevens	Passed

VI. ADJOURNMENT

A.	-	Item Action:
		None

Motions

Motion Type	Motion Text	Made By	Seconded By	Motion Result
Approve	Motion to adjourn at 6:54 PM.	Comm Kennedy	Comm Vanderhyden	Passed

NEENAH-MENASHA SEWERAGE COMMISSION

Regular Meeting

Tuesday January 23, 2007

Meeting called to order by Commission President W. Zelinski at 8:00 a.m.

Present: Commissioners R. Zielinski, W. Zelinski, K. Bauer, W. Helein, G. Cowling, D. Youngquist; Manager Much, Accountant Voigt.

Excused: Commissioner J. Jurgenson

Also Present: Mike Sambs (Waverly S.D.), Chad Olsen (McMahon Associates), Paul Much, Rob Franck, Jim Peichl (MCO).

President W. Zelinski introduced Dale Youngquist who will be serving as Commissioner on the NMSC representing the Town of Menasha Utility District.

Motion made by Commissioner R. Zielinski, seconded by Commissioner K. Bauer to approve the minutes of the Regular Meeting of December 19, 2006. Voting aye: Commissioners R. Zielinski, K. Bauer, G. Cowling. Commissioner D. Youngquist abstained. Motion carried.

Correspondence

The following correspondence was discussed.

1. January 10, 2007 email from Tracey Driessen, Cellu Tissue Neenah to Randall Much, MSC and response from Randall Much, NMSC to Tracey Driessen.
RE: Request to discharge waste to NMSC Treatment Plant and response to request.

Budget, Finance, Personnel

Accountant Voigt presented to the Commission the unaudited financial statements for December 2006. The adjustment to the December billings has resulted in the year-end operations to be at a loss of about \$66,000. The auditors from Schenck Business Solutions are expected to be in to do the audit the last week of January. After discussion, moved by Commissioner R. Zielinski, seconded by Commissioner G. Cowling to accept the unaudited financial statements for the month of December 2006 and place them on file. Motion carried unanimously.

Manager Much discussed with the Commission the Commission's health insurance plan through the State of Wisconsin Department of Employee Trust Funds. With the last Commission employee retiring, the Commission no longer meets the terms of the Insurance Contract with the Department of Employee Trust Funds and any retiree currently covered this plan will lose their health insurance coverage. All retirees currently under this plan pay the full price of the premium for their health insurance coverage. There are currently eight retirees maintaining their health insurance coverage under the Department of Employee Trust Funds. Insurance coverage for these retirees will terminate on February 28, 2007. MCO held a meeting with the retirees or a

family representative of the retiree to inform them of this situation. Also in attendance at this meeting were a representative from an independent insurance agency and a representative from Humana Insurance to discuss various options available to the retirees to continue health insurance coverage with another company.

Accountant Voigt presented MCO invoice #11430 in the amount of \$110,121.30 for the month of February 2007. This invoice includes the contract amendment and the contract increase amounts. Also included with the invoice was a summary prepared of the 2007 contract with the adjustments added. This summary provided both the annual contract amount and the monthly invoice amount for 2007. Motion made by Commissioner R. Zielinski, seconded by Commissioner W. Helein to approve MCO invoice #11430 in the amount of \$110,121.30 for the month of February 2007 and to pay the invoice after February 1. Motion carried unanimously.

Accountant Voigt presented the Accountants Report for the month of December 2006. The short-term rates earned on our money market deposits did not change from November. Commissioner R. Zielinski questioned if the one Certificate of Deposit could be updated to obtain a higher interest rate. This will be checked into to see if it would be worth paying the penalty and reinvesting the money at current rates. Motion made by Commissioner W. Helein, seconded by Commissioner K. Bauer to accept the Accountants Report for the month of December 2006. Motion carried unanimously.

Accountant Voigt presented the following invoice from McMahon Associates for payment:

#34489	Heating System Improvements – Design	\$180.00.
--------	--------------------------------------	-----------

Motion made by Commissioner R. Zielinski, seconded by Commissioner D. Youngquist to approve for payment invoice #34489 to McMahon Associates. Motion carried unanimously.

Operations, Engineering, Planning

Manager Much presented and discussed the operating report for the month of December 2006. The plant is operating well. Solids from the City of Neenah have increased significantly; with most of the increase coming from Minergy. In the past, the plant has had problems with oil being discharged into to the facility this time of the year. The last two years the problem went away, but it has now again returned. Samples are being collected and are being sent out to try to determine the type of oil we are receiving to help locate potential sources of the oil. Reconstruction projects have been started in the plant because of the age of the facility. Rob Franck (MCO) addressed the Commissioners to report projects that MCO staff has worked on over the past year. The polymer system was replaced along with alarms and controls; cleaned up electrical panels to remove wiring and controls that are no longer in use due to replacement of equipment; new drives have been installed on re-use water pumps and RAS pumps; emergency lighting has been added to areas of the Service Building and in the Tunnel System; D.O. meters replaced due to the previous system being outdated and unable to obtain parts. Current projects being worked on include: replacing electrical panels and pushbuttons; replacing belt press booster pump with two smaller units; chlorine generation system cell tubes are being replaced, this will be the last cell replacement we can do with the current setup due to a change in the cell tubes requiring the replacement of a rectifier in our current unit. Paul Much

(MCO) addressed the Commission regarding the NMSC Discharge Permit. The current permit is expiring and a renewal application has been submitted. The application required a long list of chemicals that needed to be tested for. In these tests there were three "hits" or detection. One hit is a false-positive result and we are able to retest for this. The other two hits required approval from the DNR to do a retest; this approval was obtained. It is important to retest these items otherwise if a detection is made then limits may be set in the renewal discharge permit for these chemicals. Motion made by Commissioner R. Zielinski, seconded by Commissioner W. Helein to approve the operating report for the month of December 2006 and to place the report on file. Motion carried unanimously.

Chad Olsen presented and discussed his report on the sludge-to-sludge heat exchanger. The original pilot unit designed by Soltech was to provide a single pipe with the NMSC to setup and install the unit. Soltech is now willing to provide a full pilot unit at no cost except for shipping charges which are estimated at \$500. The use of the pump needed for the pilot unit would be free for the first month; thereafter charges would be \$750 per month. The estimated total cost to run the pilot unit is \$15,000 to \$20,000. Soltech engineers are also trying to develop a pilot unit that would also determine the amount of loss in heat transfer if there is minor grease buildup. After discussion, motion was made by Commissioner R. Zielinski, seconded by Commissioner D. Youngquist to proceed with the pilot unit for the sludge-to-sludge heat exchanger at an estimated cost of \$15,000 to \$20,000. Motion carried unanimously.

(Commissioner G. Cowling asked to be excused from the meeting.

Manager Much discussed with the Commission an upcoming workshop for identifying filamentous organisms and the importance of being able to identify filamentous organisms in your treatment plant. Manager Much would like to send two people to this workshop in Oregon and he is requesting the Commission to cover the cost for one of the individuals. This workshop is being held in August, however the class is limited in size and it tends to fill quickly. The expected cost for this workshop including airfare and lodging is \$2,000 per person. After discussion, motion was made by Commissioner D. Youngquist, seconded by Commissioner K. Bauer for the NMSC to pay costs for one individual to attend the filamentous Identification workshop to be held in Oregon. Motion carried unanimously.

Old Business

Door access control system update. Work is nearing completion.

Jim Peichl (MCO) updated the Commission on the status of the Engine/Genset system. The system was up and running very well and producing more horsepower than anticipated. The unit ran for three weeks until a problem developed. A keeper spring dropped a valve in the engine damaging the piston. This breakdown does not appear to be methane related. Parts are ordered to repair the engine.

(Ordinance Contract incorporate revisions update. Attorney Gunz is working on this item.

Sewer ownership update. No additional information to report.

Electronic DMR submittal. Discussions were held with a firm that can provide the needed format to perform the electronic DMR submittal via machine-to-machine transfer. The cost for this program is \$249. This company also provides other software in monitoring plant processes which we will review to see if we may want to consider these other services as well.

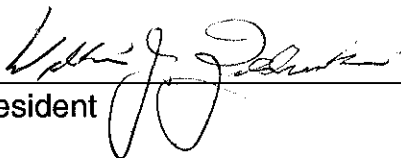
New Business

Election of Officers. Motion made by Commissioner D. Youngquist, seconded by Commissioner W. Helein to unanimously re-elect the current slate of officers. Motion carried unanimously. The officers of the NMSC for the coming year are: President – William Zelinski, Vice President – Raymond Zielinski, Secretary – John Jurgenson, Treasurer – Kathy Bauer.

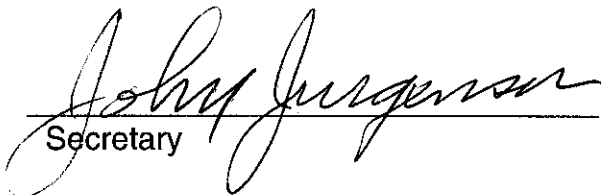
Vouchers

Motion made by Commissioner R. Zielinski, seconded by Commissioner K. Bauer, to approve Operating Fund Vouchers #127487 thru #127545 in the amount of \$404,278.10 for the month of December 2006 and Payroll Vouchers #20586 thru #20598 in the amount of \$16,486.27 for the month of December 2006. Motion carried unanimously.

Motion made by Commissioner R. Zielinski, seconded by Commissioner W. Helein to adjourn the meeting. All present voting aye; nays, none. Meeting adjourned at 9:20 a.m.



President



Secretary

**THE NEXT REGULAR MEETING IS ON TUESDAY FEBRUARY 27TH,
2007.**

NEENAH-MENASHA SEWERAGE COMMISSION

Regular Meeting

Tuesday February 27, 2007

Meeting called to order by Commission President W. Zelinski at 8:00 a.m.

Present: Commissioners R. Zielinski, J. Jurgenson, W. Zelinski, W. Helein, D. Youngquist; Manager Much, Accountant Voigt.

Excused: Commissioners K. Bauer, G. Cowling.

Also Present: Mike Sambs (Waverly S.D.), Chad Olsen (McMahon Associates), Paul Much, Rob Franck, Jim Peichl (MCO).

Motion made by Commissioner R. Zielinski, seconded by Commissioner D. Youngquist to approve the minutes of the Regular Meeting of January 23, 2007. Motion carried unanimously.

Correspondence

There was no correspondence to be discussed.

Budget, Finance, Personnel

Accountant Voigt presented to the Commission the unaudited financial statements for January 2007. The January plant operations net income is reported to be a loss of \$9,722. The auditors were in to work on the audit and are completing the report. The audit should be ready to present at the March meeting. Based on the information gathered during the audit, it is expected that 2006 plant operations resulted in a deficiency of funds received from the contract users of \$50,481. Upon the final audit report being issued, this deficiency will then be billed to the contract users. After discussion, moved by Commissioner J. Jurgenson, seconded by Commissioner W. Helein to accept the unaudited financial statements for the month of January 2007 and place them on file. Motion carried unanimously.

Accountant Voigt presented MCO invoice #11492 in the amount of \$102,288.42 for the month of March 2007. Motion made by Commissioner R. Zielinski, seconded by Commissioner D. Youngquist to approve MCO invoice #11492 in the amount of \$102,288.42 for the month of March 2007 and to pay the invoice after March 1. Motion carried unanimously.

Accountant Voigt presented the Accountants Report for the month of January 2007. The report has been modified to also include the cash balances of the restricted cash accounts (Replacement Fund, Depreciation Fund, Debt Service Funds, Surplus Fund). The C.D. with the 3.96% rate was closed and then reissued for 8-months at 5.00%. After paying the penalty for the early withdrawal and with the higher interest rate, this C.D. will earn approximately \$300 more over the remaining life of the original C.D. than if it would have if kept at the current rate. Another C.D. matured this past week and was renewed for 18-months at 5.15% and yielding 5.25%. Accountant Voigt also reported on another investment option available at Anchor Bank and First National Bank-Menasha. This investment option is called a Cdar (cedar) which allows

the investment of more than \$100,000 through a financial institution and still be able to maintain the FDIC insurance on your funds over the \$100,000 limit. The current rates are about the same as what you can get with C.D.'s right now and this investment option also has a much higher penalty for early withdrawal – you lose all the interest earnings and probably some of the principal. If we were to invest in this option, we would need to make sure that any funds invested in here would not be needed before the maturity date. Motion made by Commissioner D. Youngquist, seconded by Commissioner W. Helein to accept the Accountants Report for the month of January 2007. Motion carried unanimously.

Accountant Voigt presented the following invoice from McMahon Associates for payment:

#34780	Heating System Improvements – Design	\$1,371.40.
--------	--------------------------------------	-------------

Motion made by Commissioner R. Zielinski, seconded by Commissioner W. Helein to approve for payment invoice #34780 to McMahon Associates. Motion carried unanimously.

Operations, Engineering, Planning

Manager Much presented and discussed the operating report for the month of January 2007. The plant is operating well. Motion made by Commissioner J. Jurgenson, seconded by Commissioner R. Zielinski to approve the operating report for the month of January 2007 and to place the report on file. Motion carried unanimously.

Chad Olsen presented and discussed his report on the sludge-to-sludge heat exchanger. Soltech responded to Chad's request for more information however no definitive answers were provided in the response. Chad will work on obtaining some definitive answers from Soltech by the next Commission meeting. It was noted that the problems experienced in Madison with this sludge-to-sludge heat exchanger are due to the characteristics of the sludge and not with the unit itself.

Manager Much reported to the Commission that a sample of the oil that is showing up at the treatment plant has been sent to a lab in Missouri that specializes in analytical testing that would help identify what type of oil it is. This lab was approved to proceed with the testing with a limit set at \$10,000. We should receive the results in about 20-days. Plant influent samples obtained indicate the source of the oil may be coming from Neenah.

Manager Much reported to the Commission that in conversation with Bob Potratz of Gizmo Farms, Inc. (sludge hauler) Gizmo Farms, Inc. would probably not renew the sludge hauling & disposal contract when it expires in 2011. Bob cited a lack of interest from their family members in continuing the business. The Commission felt it would be a good idea to begin looking for another hauler now to be ready when the current hauling & disposal contract expires.

Old Business

Door access control system update. The original contracted work is complete pending a final walkthrough with the contractor.

Jim Peichl (MCO) updated the Commission on the status of the Engine/Genset system. The unit was scheduled to be picked up last Friday to be taken in for repair. This did not occur due to illness; this will need to be rescheduled. Manager Much reported that this breakdown was reported to our insurance company. This breakdown may be covered under one of our insurance policies; subject to our \$10,000 deductible. The current estimate for repair could be as much as \$36,000.

Ordinance Contract incorporate revisions update. Attorney Gunz met with Manager Much to discuss the issue. Attorney Gunz also contacted the cities requesting the cities to pass a grease trap ordinance that we previously requested them to do. Attorney Gunz reported to the cities that the excessive grease received by the treatment plant is one of the causes that leads to odor problems with our facility.

Sewer ownership update. It was reported that Attorney Gunz has contacted the City of Menasha for an update on this matter.

Electronic DMR submittal. No additional information to be reported.

Vouchers

Motion made by Commissioner R. Zielinski, seconded by Commissioner W. Helein, to approve Operating Fund Vouchers #127546 thru #127591 in the amount of \$284,860.07 for the month of January 2007. Motion carried unanimously.

Motion made by Commissioner R. Zielinski, seconded by Commissioner D. Youngquist to adjourn the meeting. All present voting aye; nays, none. Meeting adjourned at 8:40 a.m.

President

Secretary

THE NEXT REGULAR MEETING IS ON TUESDAY MARCH 27TH, 2007.



City of Menasha • Office of the City Attorney
Jeffrey S. Brandt, City Attorney

MEMO

TO: Common Council
Mayor Laux
Department Heads

FROM: Jeff Brandt JSB

SUBJECT: Winnebago County Codebook

DATE: March 13, 2007

When I became City Attorney in July, 1990, the City of Menasha had a modest law library on third floor of the City Hall. During remodeling, the law library no longer exists.

One of the resource materials I have been purchasing is the Winnebago County Code along with the updates. My sense is that there has been very little usage of the book in that time. I have checked and the Winnebago County Code is available on-line.

Due to that availability, I intend to cancel our subscription to the hard copy service unless I find objection from the Council, Mayor Laux or the Department Heads. Even though the cost is minimal (less than \$50 per year), I feel it appropriate to evaluate all expenditures to determine whether each continues to be necessary.

If you have an opinion that we should continue to spend this money, please contact me.



To: Council
Fr. Mayor

March 6, 2007

Wisconsin Department of Transportation
Northeast Regional Office
Attn: Pamela Deneys, Local Program Manager
P.O. Box 28080
Green Bay, WI 54324-0080

RE: Partial Reimbursement Request
Project 4992-00-41/43
Menasha 2 / Alcan, Inc.
River Street Relocation, TEA Project

Dear Ms. Deneys:

The City of Menasha has completed a large portion of the River Street project with the balance to be completed later this spring. Because of the significant costs incurred up to this point, we are requesting a partial payment of our \$390,000 (maximum) TEA Grant.

It is my understanding the Design Study Report has been submitted to you by Martenson & Eisele, Inc. Enclosed please find the TEA Project Bid Certificate for this project. Other required project certificates will be submitted upon full completion of this project.

This partial payment request includes 50% of the contract payments made to the contractor, Vinton Construction Company, and 50% of payments made to Martenson & Eisele, Inc. for engineering costs. The total amount requested at this time is **\$349,532**. This amount consists of \$58,500 for preliminary engineering and \$291,032 for construction.

Please contact me should you need additional information to process this partial reimbursement request.

Sincerely,

Mark Radtke
Director of Public Works

Enclosures

C: Mayor Laux ✓
Tom Stoffel, City Comptroller
Stan Martenson, Martenson & Eisele, Inc.

WisDOT Partial Reimb River St 3-6-07.doc

Memorandum

Date: March 8, 2007

To: Menasha Common Council

From: Adam Alix, Building Services

Re: City Hall Elevator Maintenance/Repairs

During the last week of December and into the first of week of January we experienced some trouble with City Hall's elevator. The elevator would get stuck between floors caused by timing issues with the car leveling on the floors and the door's operation. This conflict would cause the elevator to shut down. This was not related to the maintenance completed in November of this past year.

Diagnosing the problem was difficult and prompted our elevator service contractor, Kone, to send a seasoned technician up from their Brookfield office to assist with the repairs. By the time the four capacitors, one rectifier and one solid state timer relay board were installed the invoice had totaled \$9,949.17. Our annual building repairs budget for City Hall is \$6,000. I believe the difficulty in finding the problem and the cost of parts can be contributed to the age and outdated electrical circuitry of the elevator's controls.

This initiated some dialogue between Kone's service sales manager and myself which resulted in a proposal from them which would reduce this invoice. They offered to rebill the time at a reduced labor rate for a total of \$5,008.88 if we would change our regular maintenance schedule from monthly to quarterly and pay for this service in advance, a \$1200 annual savings; and that we extend this service agreement from one year to five years. I accepted their proposal after reviewing it with Mark Radtke.

We also took this opportunity to explore what it would cost the City to modernize the elevator's controls. The proposal for the most part covers the replacement of the electrical circuits that control the elevator's operations and any associated components. The cost of performing this work would be approximately \$114,000. This is something that will need to be considered in the future.



Memorandum

DATE: March 15, 2007

TO: Menasha Common Council

FROM: Tim Montour, Engineering Supervisor *TM*

RE: Town of Menasha Utility District Watermain and Sanitary Sewer Reconstruction

The Town of Menasha Utility District 2007 Watermain and Sanitary Sewer Reconstruction project involves facilities in a number of City streets. Those streets affected are Appleton Road (north of Airport Road), London Street (south of Geneva Road), Geneva Road (London Street to Deerfield Avenue), Manitowoc Road (Harold Drive to Oneida Street) and Midway Road (miscellaneous locations).

Please see the attached tentative schedule I received at the Preconstruction Meeting held Wednesday, March 14, 2007 at the Town of Menasha Municipal Complex. Kruczek Construction Inc. of Green Bay (920-863-6841) is the General Contractor for the reconstruction project. McMahon Associates (920-751-4200) are the Project Engineers for the Utility District. Traffic Control for the project will be provided by Storm Equipment (920-426-1004).

Kruczek Construction will notify the Police and Fire Departments as well as Gold Cross Ambulance and Valley Transit whenever they are going to be working on any City streets. Kruczek, along with the Town Utility District will notify property owners in the work areas prior to any construction activity on their respective streets. It is anticipated that while Kruczek is working on any particular block of a street, that block will be closed to traffic.

Town of Menasha
2007 WATERMAIN AND SANITARY SEWER CONSTRUCTION
DATE: March 14th, 2007

		CREW #2								
Area of Work	Week of	Mar 26th	April 2nd	April 9th	April 16th	April 23rd	April 30th	May 7th	May 14th	May 21st
Geneva Road										
Alternate										
East Shady Lane										
North Lake Street										
		Final restoration to follow in each area shortly after completing pipe work								



Winnebago County
Office of Emergency Management

The Wave of the Future

Memorandum

March 9, 2007

TO: Mike Brooks, Winnebago County Sheriff
Bill Tedlie, Chief Deputy Sheriff's Department
Craig Lautenschlager, Captain Administration Division
Kathy Biggar, E-911 Communications Manager
Winnebago County Police Chiefs
Winnebago County Fire Chiefs
Mark Harris, Winnebago County Executive
Don Griesbach, Emergency Management Committee Chairman

FROM: Donald W. Wilmot, Emergency Management Director

SUBJECT: Weekly Testing of Outdoor Warning Sirens 2007 – WINNEBAGO COUNTY

Winnebago County Emergency Management will resume weekly testing of outdoor warning sirens on Saturday, **March 24, 2007 at 12:00 noon.** Siren test activation will continue on a weekly basis through September 2007 at precisely 12:00 noon on each Saturday of the month. **Test siren activation will not occur if severe weather conditions are imminent.**

Note! On Thursday, April 12, 2007, Winnebago County will participate in the statewide tornado drill. More information will be sent out closer to the test date.

Thank you for your support of Emergency Management.



League of Wisconsin Municipalities

Legislative Bulletin

2007-2008, Number 10

March 9, 2007

In this Issue

[Video Franchising Bill Unveiled](#)
[Hearings on State Budget to Begin March 20](#)
[Governor's Budget Includes Tipping Fee Increase](#)
[Recently Introduced Legislation](#)
[Upcoming Committee Hearings on Bills Affecting Municipalities](#)
[Recent League Lobbying Activities](#)

League of Wisconsin Municipalities

122 W. Washington Ave.
Suite 300
Madison, WI 53703

Phone:
(608) 267-2380

Toll Free:
(800) 991-5502

Fax:
(608) 267-0645

E-mail:

Video Franchising Bill Unveiled

On Thursday Rep. Phil Montgomery (R-Ashwaubenon) and Sen. Jeff Plale (D-South Milwaukee) began circulating for co-sponsorship their video franchising bill sought by AT&T. The bill repeals state law authorizing municipalities to grant cable franchises to cable operators. Instead, it requires video service providers to obtain a franchise from the state. The League was not invited to participate in the preparation of this legislation. AT&T was, however, and the final product reflects their goals and concerns.

[more >](#)

Hearings on State Budget to Begin March 20

The [Joint Committee on Finance](#) has announced the locations and dates of six public hearings it will conduct on the state budget, [SB 40](#), in March and April:

- **March 20, Milwaukee.** 10:30-4:30, U.W.-Milwaukee Student Union Wisconsin Room, 2200 E. Kenwood Blvd.
- **March 21, Arlington (Dane County).** 10:00-4:00, Arlington Agricultural Research Station Public Events Facility, N695 Hopkins Road.
- **March 27, Chippewa Falls.** Noon-5:00, Chippewa Falls County Courthouse Assembly Room, 711 N. Bridge Street.
- **April 4, Prairie du Chien.** Noon-5:00, Prairie du Chien High School Auditorium, 800 E. Crawford Street.
- **April 11, Rhinelander.** Noon-5:00, Nicolet College Learning Resource Center Theatre, 5634 College Drive.
- **April 12, Green Bay.** 10:00-4:00, National Railroad Museum Lenfestey Center, 2285 South Broadway.

We encourage municipal officials in the areas where these hearings will be held to testify before the committee on how the Governor's budget will impact your municipality. In next week's Bulletin we will publish municipal talking points on the Governor's state budget proposal.

Witynski@lwm-info.org

On the Web:
www.lwm-info.org

Previous Bulletins

[March 2, 2007 Bulletin](#)
[February 23, 2007 Bulletin](#)
[February 16, 2007 Bulletin](#)
[February 9, 2007 Bulletin](#)
[February 2, 2007 Bulletin](#)
[January 26, 2007 Bulletin](#)
[January 19, 2007 Bulletin](#)
[January 12, 2007 Bulletin](#)



Forward to a Friend

Hi Debbie, if you know someone who would be interested in this Bulletin, please forward it. Thank you!

[Forward this Bulletin >>](#)

Upcoming Lobbying Events

May 16 League -- Alliance Joint Legislative Luncheon, Inn on the Park, Madison

Governor's Budget Includes Tipping Fee Increase

In his state budget proposal, [SB 40](#), the Governor recommends increasing the \$3.00 per ton tipping fee on the disposal of solid waste in landfills by \$3.00. His budget also increases by \$1.10 an environmental fee that is tacked onto the tipping fee.

The Governor did not recommend increasing funding for the recycling grant program, which remains \$24.5 million annually. Consequently, under SB 40, municipalities would pay \$4.10 more per ton of solid waste hauled to the landfill without receiving any additional grant money for support of recycling programs.

For more information on items in the state budget affecting municipalities see the [February 16 Legislative Bulletin](#). Also, the Legislative Fiscal Bureau has published a detailed [Summary of the Governor's Budget Recommendations](#).

Recently Introduced Legislation

SB 84/AB 136 Gas Tax Refund. Allows municipalities and other local governments to claim refunds of the state motor vehicle fuel tax. By Sen. Lassa (D-Stevens Point) and Rep. Ballweg (R-Markesan). *The League supports this legislation.* [Comment on this bill](#)

AB 152 Village Primary Election. Modifies laws governing nomination and election of village officials and the holding of a spring primary. By Rep. Gottlieb (R-Port Washington). [Comment on this bill](#)

Upcoming Committee Hearings on Bills Affecting Municipalities

SB 40, State Budget. By Joint Committee on Finance.

- **March 20, Milwaukee.** 10:30-4:30, U.W.-Milwaukee Student Union Wisconsin Room, 2200 E. Kenwood Blvd.
- **March 21, Arlington (Dane County).** 10:00-4:00, Arlington Agricultural Research Station Public Events Facility, N695 Hopkins Road.

Universal Health Care Coverage. By Senate Committee on Health and Human Services, March 22, 4:00 p.m., Chippewa Valley Technical College Business Education Center, Auditorium Room 103, 620 W. Clairemont Ave., Eau Claire. The Committee will hear testimony on health care reform proposals recommended by Sens. Darling and Roessler, health care initiatives in the Governor's budget proposal, and three universal health care

proposals:

- [SB 51/AB 94](#)
- The Wisconsin Health Plan (David Reimer's proposal)
- the Wisconsin Health Care Partnership Plan (David Newby's AFL-CIO proposal)

Recent League Lobbying Activities

Friday, March 2

- Spoke with Sen. Wirsch's staff about signing on to the double whammy bill.
- Spoke with Sen. Sullivan's staff about co-sponsoring the double whammy bill.
- Communicated with Rep. Gottlieb's staff about getting legislators to sign on to the double whammy bill.

Monday, March 5

- Spoke with Sen. Grothman about drafting instructions for expanding the restaurant exemption to the state imposed limits on the number of liquor licenses a municipality can issue.
- Visited offices of members of the Assembly Committee on Corrections and the Courts and distributed memo communicating our opposition to AB 57, arbitration of PFC disciplinary decisions.

Tuesday, March 6

- Participated in panel discussion with State Budget Director and local government lobbyists at U.W. Extension program on SB 40, the 2007-2009 state budget bill.
- Spoke with Rep. Pope-Roberts' aide about our opposition to AB 57, arbitration of PFC disciplinary decisions.
- Spoke with Sen. Schultz's aide about trailer legislation relating to neighborhood electric vehicles.
- Met with Rep. Hilgenberg on League's legislative agenda.
- Met with Sen. Hansen's aide about fixing *Newark* property tax loophole.
- Met with Rep. Peterson's aide on League's legislative agenda.
- Spoke with Sen. Erpenbach's aide about expanding the restaurant exemption to the quota on liquor licenses.
- Spoke with Rep. Parisi about why we oppose AB 57, arbitration of PFC disciplinary decisions.

Wednesday, March 7

- Spoke with Rep. Hintz about addressing the problems levy limits create for communities closing a tax incremental district (TID).
- Spoke with Sen. Hansen's staff about the problems levy limits create for communities terminating a TID.

Thursday, March 8

- Registered at Assembly committee hearing in opposition to AB 57, arbitration of PFC disciplinary decisions.
- Attended press conference in Assembly parlor announcing video franchising legislation.
- Attended city managers conference and gave legislative update.

subscribed as dgaleazz@ci.menasha.wi.us

[Edit Profile](#) | [Unsubscribe](#) | [Forward](#)

League of Wisconsin Municipalities
122 W. Washington Ave Suite 300
Madison, WI 53703 usa

ORIGINAL ALCOHOL BEVERAGE LICENSE APPLICATION

Submit to municipal clerk.

For the license period beginning 20
ending June 30 20 07

TO THE GOVERNING BODY of the: ☐ Town of
☐ Village of } Menasha
☒ City of

County of Winnebago Aldermanic Dist. No. _____ (if required by ordinance)

1. The named ☐ INDIVIDUAL ☐ PARTNERSHIP ☐ LIMITED LIABILITY COMPANY
☒ CORPORATION/NONPROFIT ORGANIZATION

hereby makes application for the alcohol beverage license(s) checked above.

2. Name (individual/partners give last name, first, middle; corporations/limited liability companies give registered name): Fox Cinema, Inc.

An "Auxiliary Questionnaire," Form AT-103, must be completed and attached to this application by each individual applicant, by each member of a partnership, and by each officer, director and agent of a corporation or nonprofit organization, and by each member/manager and agent of a limited liability company. List the name, title, and place of residence of each person.

Title	Name	Home Address	Post Office & Zip Code
President/Member	<u>Michael D Radue</u>	<u>2364 Bluestone Pl. Green Bay WI</u>	<u>54311</u>
Vice President/Member	<u>Richard Pennings</u>	<u>5142 Glenmore Rd Denmark WI</u>	<u>54208</u>
Secretary/Member	<u>Kim Pennings</u>	<u>5142 Glenmore Rd Denmark WI</u>	<u>54208</u>
Treasurer/Member	<u>Vicki Radue</u>	<u>2364 Bluestone Pl Green Bay WI</u>	<u>54311</u>
Agent	<u>Vicki Radue</u>		
Directors/Managers			

3. Trade Name Fox Cinema Business Phone Number 920-371-1585
4. Address of Premises 400 3rd St. Menasha WI Post Office & Zip Code 54952

5. Is individual, partners or agent of corporation/limited liability company subject to completion of the responsible beverage server training course for this license period? ☐ Yes ☒ No
6. Is the applicant an employee or agent of, or acting on behalf of anyone except the named applicant? ☐ Yes ☒ No
7. Does any other alcohol beverage retail licensee or wholesale permittee have any interest in or control of this business? ☐ Yes ☒ No
8. (a) Corporate/limited liability company applicants only: Insert state WI and date 9/06 of registration.
(b) Is applicant corporation/limited liability company a subsidiary of any other corporation or limited liability company? ☐ Yes ☒ No
(c) Does the corporation, or any officer, director, stockholder or agent or limited liability company, or any member/manager or agent hold any interest in any other alcohol beverage license or permit in Wisconsin? ☒ Yes ☐ No
(NOTE: All applicants explain fully on reverse side of this form every YES answer in sections 5, 6, 7 and 8 above.)

9. Premises description: Describe building or buildings where alcohol beverages are to be sold and stored. The applicant must include all rooms including living quarters, if used, for the sales, service, and/or storage of alcohol beverages and records. (Alcohol beverages may be sold and stored only on the premises described.) 3 theater auditoriums and concession stand and lobby area

10. Legal description (omit if street address is given above):
11. (a) Was this premises licensed for the sale of liquor or beer during the past license year? ☐ Yes ☒ No
(b) If yes, under what name was license issued?
12. Does the applicant understand they must file a Special Occupational Tax return (TTB form 5630.5) before beginning business? [phone 1-800-937-8864] ☒ Yes ☐ No
13. Does the applicant understand a Wisconsin Seller's Permit must be applied for and issued in the same name as that shown in Section 2, above? [phone (608) 266-2776] ☒ Yes ☐ No
14. Is the applicant indebted to any wholesaler beyond 15 days for beer or 30 days for liquor? ☐ Yes ☒ No

READ CAREFULLY BEFORE SIGNING: Under penalty provided by law, the applicant states that each of the above questions has been truthfully answered to the best of the knowledge of the signers. Signers agree to operate this business according to law and that the rights and responsibilities conferred by the license(s), if granted, will not be assigned to another. (Individual applicants and each member of a partnership applicant must sign; corporate officer(s), members/managers of Limited Liability Companies must sign.) Any lack of access to any portion of a licensed premises during inspection will be deemed a refusal to permit inspection. Such refusal is a misdemeanor and grounds for revocation of this license.

SUBSCRIBED AND SWORN TO BEFORE ME
this 16 day of November, 20 06
Jenny Oshy
(Clerk/Judicial Public)
My commission expires 11-11-07

Michael D Radue
(Officer of Corporation/Member/Manager of Limited Liability Company /Partner/Individual)
Vicki Radue
(Officer of Corporation/Member/Manager of Limited Liability Company /Partner)
(Additional Partner(s)/Member/Manager of Limited Liability Company if Any)

TO BE COMPLETED BY CLERK

Date received and filed with municipal clerk <u>11/17/06</u>	Date reported to council/board	Date provisional license issued	Signature of Clerk / Deputy Clerk <u>Deborah A. Maleczka</u>
Date license granted	Date license issued	License number issued	

Applicant's Wisconsin Seller's Permit Number:	
Federal Employer Identification Number (FEIN):	
LICENSE REQUESTED ▶	
TYPE	FEE
<input type="checkbox"/> Class A beer	\$
<input checked="" type="checkbox"/> Class B beer	\$ <u>60.00</u>
<input type="checkbox"/> Wholesale beer	\$
<input type="checkbox"/> Class C wine	\$
<input type="checkbox"/> Class A liquor	\$
<input type="checkbox"/> Class B liquor	\$
<input type="checkbox"/> Reserve Class B liquor	\$
Publication fee	\$ <u>50.00</u>
TOTAL FEE	\$

Michael Radue + Vicki Radue are also owners of
Get Reel, Inc which has class B licenses in
De Pere, Chilton, Manitowoc and Black River Falls
WI.

AUXILIARY QUESTIONNAIRE ALCOHOL BEVERAGE LICENSE APPLICATION

Submit to municipal clerk.

INDIVIDUAL'S FULL NAME (Please Print) (Last Name) (First Name) (Middle Name)		SOCIAL SECURITY NUMBER	
Kodur, Michael D		[REDACTED]	
HOME ADDRESS (Street/Route)		POST OFFICE	STATE ZIP CODE
2304 Buwestone Pl. Green Bay			WI 54311
HOME PHONE NUMBER	AGE	DATE OF BIRTH	PLACE OF BIRTH
920-371-1583	[REDACTED]	[REDACTED]	Green Bay

The above named individual provides the following information as a person who is (check one):

- ☐ Applying for an alcohol beverage license as an individual.
- ☐ A member of a partnership which is making application for an alcohol beverage license.
- ☒ President of Fox Cinema Inc.
(Officer/Director/Member/Manager/Agent) (NAME OF CORPORATION, LIMITED LIABILITY COMPANY OR NONPROFIT ORGANIZATION)
which is making application for an alcohol beverage license.

The above named individual provides the following information to the licensing authority:

- How long have you continuously resided in Wisconsin prior to this date? 45 years
- Have you ever been convicted of any offenses (other than traffic unrelated to alcohol beverages) for violation of any federal laws, any Wisconsin laws, any laws of any other states or ordinances of any municipality? . Yes ☐ No ☒
(If yes, give law or ordinance violated, trial court, trial date and penalty imposed, and/or date, description and status of charges pending.) (If more room is needed, continue on reverse side of this form.)
- Are charges for any offenses presently pending against you (other than traffic unrelated to alcohol beverages) for violation of any federal laws, any Wisconsin laws, any laws of other states or ordinances of any municipality? Yes ☐ No ☒
(If yes, describe status of charges pending.)
- Do you hold, are you making application for or are you an officer, director or agent of a corporation/nonprofit organization or member/manager/agent of a limited liability company holding or applying for any other alcohol beverage license or permit? Yes ☒ No ☐
(If yes, identify.) Class B - DeLore Cinema, DeLore, Lakeshore Cinema - maintenance,
Chilton Cinema
(NAME, LOCATION AND TYPE OF LICENSE/PERMIT)
- Do you hold and/or are you an officer, director, stockholder, agent or employee of any person or corporation or member/manager/agent of a limited liability company holding or applying for a wholesale beer license, brewery permit or wholesale liquor permit in the State of Wisconsin? Yes ☐ No ☒
(If yes, identify.)
(NAME OF WHOLESALE LICENSEE OR PERMITTEE) (ADDRESS BY CITY AND COUNTY)
- Named individual must list in chronological order last two employers.

Employer's Name	Employer's Address	From	Employed To
<u>None</u>			

The undersigned, being first duly sworn on oath, deposes and says that he/she is the person named in the foregoing application; that the applicant has read and made a complete answer to each question, and that the answers in each instance are true and correct. The undersigned further understands that any license issued contrary to Chapter 125 of the Wisconsin Statutes shall be void, and under penalty of state law, the applicant may be prosecuted for submitting false statements and affidavits in connection with this application.

Subscribed and sworn to before me

this 16 day of November, 2006
[Signature]
(CLERK/JUDICIAL OFFICIAL)

My commission expires 11-11-07

[Signature]
(SIGNATURE OF NAMED INDIVIDUAL)

AUXILIARY QUESTIONNAIRE ALCOHOL BEVERAGE LICENSE APPLICATION

Submit to municipal clerk.

INDIVIDUAL'S FULL NAME (Please Print) (Last Name) (First Name) (Middle Name)		SOCIAL SECURITY NUMBER	
Radue, Vicki L		[REDACTED]	
HOME ADDRESS (Street/Route)	POST OFFICE	STATE	ZIP CODE
2364 Bluestone Pl. Green Bay		WI	54311
HOME PHONE NUMBER	AGE	DATE OF BIRTH	PLACE OF BIRTH
920-37-1585			[REDACTED] - Green Bay

The above named individual provides the following information as a person who is (check one):

- ☐ Applying for an alcohol beverage license as an individual.
- ☐ A member of a partnership which is making application for an alcohol beverage license.
- ☒ Treasurer/Agent of Fox Cinema Inc.
(Officer/Director/Member/Manager/Agent) (NAME OF CORPORATION, LIMITED LIABILITY COMPANY OR NONPROFIT ORGANIZATION)
which is making application for an alcohol beverage license.

The above named individual provides the following information to the licensing authority:

- How long have you continuously resided in Wisconsin prior to this date? 44 years
- Have you ever been convicted of any offenses (other than traffic unrelated to alcohol beverages) for violation of any federal laws, any Wisconsin laws, any laws of any other states or ordinances of any municipality? . Yes ☐ No ☒
(If yes, give law or ordinance violated, trial court, trial date and penalty imposed, and/or date, description and status of charges pending.) (If more room is needed, continue on reverse side of this form.)
- Are charges for any offenses presently pending against you (other than traffic unrelated to alcohol beverages) for violation of any federal laws, any Wisconsin laws, any laws of other states or ordinances of any municipality? Yes ☐ No ☒
(If yes, describe status of charges pending.)
- Do you hold, are you making application for or are you an officer, director or agent of a corporation/nonprofit organization or member/manager/agent of a limited liability company holding or applying for any other alcohol beverage license or permit? Yes ☒ No ☐
(If yes, identify.) Class B - De Pere Cinema De Pere, Lakeside Cinema Manitowish, Chilton Cinema Chilton, Falls Cinema, Black River Falls
(NAME, LOCATION AND TYPE OF LICENSE/PERMIT)
- Do you hold and/or are you an officer, director, stockholder, agent or employee of any person or corporation or member/manager/agent of a limited liability company holding or applying for a wholesale beer license, brewery permit or wholesale liquor permit in the State of Wisconsin? Yes ☐ No ☒
(If yes, identify.)
(NAME OF WHOLESALE LICENSEE OR PERMITTEE) (ADDRESS BY CITY AND COUNTY)

6. Named individual must list in chronological order last two employers.

Employer's Name	Employer's Address	Employed From	To
Aurora VNA	931 Discovery Rd Green Bay WI 54311	10/04	present

The undersigned, being first duly sworn on oath, deposes and says that he/she is the person named in the foregoing application; that the applicant has read and made a complete answer to each question, and that the answers in each instance are true and correct. The undersigned further understands that any license issued contrary to Chapter 125 of the Wisconsin Statutes shall be void, and under penalty of state law, the applicant may be prosecuted for submitting false statements and affidavits in connection with this application.

Subscribed and sworn to before me

this 16 day of November, 2006
[Signature]
(CLERK/NOTARY PUBLIC)

My commission expires 11-11-07

[Signature]
(SIGNATURE OF NAMED INDIVIDUAL)

AUXILIARY QUESTIONNAIRE ALCOHOL BEVERAGE LICENSE APPLICATION

Submit to municipal clerk.

INDIVIDUAL'S FULL NAME (Please Print) (Last Name)		(First Name)	(Middle Name)	SOCIAL SECURITY NUMBER	
Pennings		Richard	Lee	[REDACTED]	
HOME ADDRESS (Street/Route)			POST OFFICE	STATE	ZIP CODE
5142 Glenmore Rd			Denmark	WI	54208
HOME PHONE NUMBER		AGE	DATE OF BIRTH	PLACE OF BIRTH	
920-371-1603		[REDACTED]	[REDACTED]	Green Bay	

The above named individual provides the following information as a person who is (check one):

☐ Applying for an alcohol beverage license as an individual.

☐ A member of a partnership which is making application for an alcohol beverage license.

☒ Vice President of Fox Cinema Inc
(Officer/Director/Member/Manager/Agent) (NAME OF CORPORATION, LIMITED LIABILITY COMPANY OR NONPROFIT ORGANIZATION)
which is making application for an alcohol beverage license.

The above named individual provides the following information to the licensing authority:

- How long have you continuously resided in Wisconsin prior to this date? 45 Years
- Have you ever been convicted of any offenses (other than traffic unrelated to alcohol beverages) for violation of any federal laws, any Wisconsin laws, any laws of any other states or ordinances of any municipality? . Yes ☐ No ☒
(If yes, give law or ordinance violated, trial court, trial date and penalty imposed, and/or date, description and status of charges pending.) (If more room is needed, continue on reverse side of this form.)
- Are charges for any offenses presently pending against you (other than traffic unrelated to alcohol beverages) for violation of any federal laws, any Wisconsin laws, any laws of other states or ordinances of any municipality? Yes ☐ No ☒
(If yes, describe status of charges pending.)
- Do you hold, are you making application for or are you an officer, director or agent of a corporation/nonprofit organization or member/manager/agent of a limited liability company holding or applying for any other alcohol beverage license or permit? Yes ☐ No ☒
(If yes, identify.) (NAME, LOCATION AND TYPE OF LICENSE/PERMIT)
- Do you hold and/or are you an officer, director, stockholder, agent or employee of any person or corporation or member/manager/agent of a limited liability company holding or applying for a wholesale beer license, brewery permit or wholesale liquor permit in the State of Wisconsin? Yes ☐ No ☒
(If yes, identify.) (NAME OF WHOLESALE LICENSEE OR PERMITTEE) (ADDRESS BY CITY AND COUNTY)

6. Named individual must list in chronological order last two employers.

Employer's Name

Employer's Address

Employed From To

N/A Self employed

The undersigned, being first duly sworn on oath, deposes and says that he/she is the person named in the foregoing application; that the applicant has read and made a complete answer to each question, and that the answers in each instance are true and correct. The undersigned further understands that any license issued contrary to Chapter 125 of the Wisconsin Statutes shall be void, and under penalty of state law, the applicant may be prosecuted for submitting false statements and affidavits in connection with this application.

Subscribed and sworn to before me

this 16th day of NOV

Stephen E. Radtke
(CLERK/NOTARY PUBLIC)

My commission expires

Richard L. Pennings
(SIGNATURE OF NAMED INDIVIDUAL)

AUXILIARY QUESTIONNAIRE ALCOHOL BEVERAGE LICENSE APPLICATION

Submit to municipal clerk.

INDIVIDUAL'S FULL NAME (Please Print) (Last Name)		(First Name)	(Middle Name)	SOCIAL SECURITY NUMBER	
Pennings		Kim	Marcia	[REDACTED]	
HOME ADDRESS (Street/Route)		POST OFFICE		STATE	ZIP CODE
5142 Glenmore Rd		Denmark		WI	54208
HOME PHONE NUMBER	AGE	DATE OF BIRTH		PLACE OF BIRTH	
920-371-1595	[REDACTED]	[REDACTED]		Green Bay, WI	

The above named individual provides the following information as a person who is (check one):

☐ Applying for an alcohol beverage license as an individual.

☐ A member of a partnership which is making application for an alcohol beverage license.

☒ Secretary of Fox Cinema Inc
(Officer/Director/Member/Manager/Agent) (NAME OF CORPORATION, LIMITED LIABILITY COMPANY OR NONPROFIT ORGANIZATION)
which is making application for an alcohol beverage license.

The above named individual provides the following information to the licensing authority:

- How long have you continuously resided in Wisconsin prior to this date? 40 years
- Have you ever been convicted of any offenses (other than traffic unrelated to alcohol beverages) for violation of any federal laws, any Wisconsin laws, any laws of any other states or ordinances of any municipality? . Yes ☐ No ☒
(If yes, give law or ordinance violated, trial court, trial date and penalty imposed, and/or date, description and status of charges pending.) (If more room is needed, continue on reverse side of this form.)
- Are charges for any offenses presently pending against you (other than traffic unrelated to alcohol beverages) for violation of any federal laws, any Wisconsin laws, any laws of other states or ordinances of any municipality? Yes ☐ No ☒
(If yes, describe status of charges pending.)
- Do you hold, are you making application for or are you an officer, director or agent of a corporation/nonprofit organization or member/manager/agent of a limited liability company holding or applying for any other alcohol beverage license or permit? Yes ☐ No ☒
(If yes, identify.)
(NAME, LOCATION AND TYPE OF LICENSE/PERMIT)
- Do you hold and/or are you an officer, director, stockholder, agent or employee of any person or corporation or member/manager/agent of a limited liability company holding or applying for a wholesale beer license, brewery permit or wholesale liquor permit in the State of Wisconsin? Yes ☐ No ☒
(If yes, identify.)
(NAME OF WHOLESALE LICENSEE OR PERMITTEE) (ADDRESS BY CITY AND COUNTY)
- Named individual must list in chronological order last two employers.
Employer's Name Employer's Address From Employed To

Images Denmark WI

The undersigned, being first duly sworn on oath, deposes and says that he/she is the person named in the foregoing application; that the applicant has read and made a complete answer to each question, and that the answers in each instance are true and correct. The undersigned further understands that any license issued contrary to Chapter 125 of the Wisconsin Statutes shall be void, and under penalty of state law, the applicant may be prosecuted for submitting false statements and affidavits in connection with this application.

Subscribed and sworn to before me

this 16th day of Nov

Stephen E. Rader
(CLERK/NOTARY PUBLIC)

My commission expires 9-20-08



Kim Pennings
(SIGNATURE OF NAMED INDIVIDUAL)

**SCHEDULE FOR APPOINTMENT OF AGENT BY CORPORATION/NONPROFIT
ORGANIZATION OR LIMITED LIABILITY COMPANY**

Submit to municipal clerk.

All corporations/organizations or limited liability companies applying for a license to sell fermented malt beverages and/or intoxicating liquor must appoint an agent. The following questions must be answered by the agent. The appointment must be signed by the officer(s) of the corporation/organization or members/managers of a limited liability company and the recommendation made by the proper local official.

To the governing body of: Town/Village/City of Menasha County of Winnebago

The undersigned duly authorized officer(s)/members/managers of Fox Cinema, Inc.
(registered name of corporation/organization or limited liability company)

a corporation/organization or limited liability company making application for an alcohol beverage license for a premises known as

Fox Cinema
(trade name)

located at 400 3rd St., Menasha WI 54952

appoints Vicki Radue
(name of appointed agent)

2364 Bluestone Pl., Green Bay WI 54311
(home address of appointed agent)

to act for the corporation/organization/limited liability company with full authority and control of the premises and of all business relative to alcohol beverages conducted therein. Is applicant agent presently acting in that capacity or requesting approval for any corporation/organization/limited liability company having or applying for a beer and/or liquor license for any other location in Wisconsin?

☒ Yes ☐ No If so, indicate the corporate name(s)/limited liability company(ies) and municipality(ies).
Get Beer, Inc. - City of De Pere, Manitowish, Chilton + Black River

Is applicant agent subject to completion of the responsible beverage server training course? ☐ Yes ☒ No

How long immediately prior to making this application has the applicant agent resided continuously in Wisconsin? 44 years

Place of residence last year 1216 Gail Dr. Green Bay WI 54311

For: Fox Cinema, Inc.
(name of corporation/organization/limited liability company)

By: Vicki Radue
(signature of Officer/Member/Manager)

And: _____
(signature of Officer/Member/Manager)

ACCEPTANCE BY AGENT

I, Vicki Radue, hereby accept this appointment as agent for the
(print/type agent's name)

corporation/organization/limited liability company and assume full responsibility for the conduct of all business relative to alcohol beverages conducted on the premises for the corporation/organization/limited liability company.

Vicki Radue 11/13/06 Agent's age
(signature of agent) (date)
2364 Bluestone Pl. Green Bay WI 54311 Date of birth
(home address of agent)

**APPROVAL OF AGENT BY MUNICIPAL AUTHORITY
(Clerk cannot sign on behalf of Municipal Official)**

I hereby certify that I have checked municipal and state criminal records. To the best of my knowledge, with the available information, the character, record and reputation are satisfactory and I have no objection to the agent appointed.

Approved on 11/28/06 by [Signature] Title Chief of Police
(date) (signature of proper local official) (town clerk, village president, police chief)



City of Menasha • Health Services

Date: March 15, 2007

To: City of Menasha Common Council

From: Todd Drew, R.S. – Sanitarian
City of Menasha Health Department

Re: Liquor License Application Inspection conducted Fox Cinema

An inspection was conducted at the Fox Cinema located at 400 Third Street, Menasha, WI who submitted a liquor license application.

The health inspection conducted in this establishment included standard sanitation, equipment condition, food safety, plumbing, employee hygiene, toilet and hand washing facilities, insect and rodent control and general condition using Wisconsin Administrative Code and the Wisconsin Food Code (Food Establishment Code) as a basis for inspection procedures.

The inspection conducted in this establishment did not cite any health-related violations which would necessitate a recommendation to hold this liquor license application. Additional inspections will be required in relation to all equipment installations. Plumbing installations and installation locations were all within compliance.

If you should have any questions regarding this information, please do not hesitate to contact me.



Memorandum

TO: Debbie Galeazzi, City Clerk, City of Menasha

FROM: Al Auxier, Assistant Chief/Fire Marshall

DATE: February 27, 2007

RE: Liquor License Inspection-Fox Cinema Theater, 400 Third Street

Neenah-Menasha Fire Rescue, NMFR, did a liquor license inspection of the above-mentioned property on 02/19/07.

NMFR finished witnessing tests of the sprinkler and alarm systems for the cinema and everything checked out fine. We also checked the emergency lighting, exit lighting and fire extinguisher placement and again everything checked out to be OK. I did tell the cinema people that we would be coming through before they open to do our final occupancy inspection but as of right now Neenah-Menasha Fire would approve the liquor license for Fox Cinema Theater.

.



City of Menasha • Department of Community Development

To: Debbie Galeazzi
From: Building Inspection Department
Date: 3/15/07

RE: Liquor License Inspection

Address: 400 3RD ST.

The premise at the above address has been inspected for compliance with State and Local Building Codes and found to be:

☒ **COMPLIANT**

☐ **NON – COMPLIANT**
Recommend delaying license approval until all
Violations are corrected.

Respectfully submitted

Dennis Jansen

City of Menasha Building Inspector

Dan Coffey

City of Menasha Building Inspector



Fireworks Vendor Reference Questionnaire Summary

Vendor: Bartolotta
City: Manitowoc

12 years doing show, \$17,000 show, city tightly controls start time, crowd has high “wow” factor after show, show changes a little bit every year, 20-25 minute show is best, 30+ minute show not as well received. They work well with city staff. City has gotten quotes before, stuck with Bartolotta. No recent glitches, optimal site location has been found. Scale of 1-10—rated a 9. Key—getting the same shooter each year, no misunderstandings.

Vendor: Bartolotta
City: Neenah

12 years, switched in 1995 because Speilbauer shot too slow, reluctant to change, city needed to provide lumber for mortar boxes. Bartolotta more of a turn key show, received 2 proposals in 1995. Cost of show \$17,000-\$18,000, always start on time. Crowd reaction is good, one year unexploded shells were shot after the finale—a bit awkward. Shooter meets with staff each year. Vendor good at clean-up. Not sure if Speilbauer cleaned up. Scale of 1-10—rated 8-9. Other: consistent shooter makes a big difference; they have high comfort level with shooter.

Vendor: Bartolotta
City: Sheboygan

20+ years with company, Johnsonville sponsors \$33,000; city contributes \$17,000 for \$50,000 show. No problems, city provides sand and closes off certain areas. People love the show, 100,000 people attend. 3 year contract signed 2006-2008.

Vendor: 5 Star
City: Town of Townsend

Have used vendor for 10 years, cost of show around \$10,000. They always start on time. Crowd reaction is “fabulous” and “best they’ve seen”. Works well with Fire Department, gets permits. No glitches and plan to use them in the future. They can do bigger shows. Marinette may use them. Other: used to use Spielbauer, they felt Spielbauer “did not better themselves”. At on time they sent 5 Star’s proposal to Spielbauer and Bartolotta and they “wouldn’t bid on” a comparable show. Show length: 30-40 minutes. Used Bartolotta once, felt they used “old stuff” and they didn’t like the show. Grand finale—“when you think it’s done, it just keeps going”. Rated a 10 on 1-10 scale.

Vendor: 5 Star
City: Eagle River Snowmobile Derby

4 years experience with vendor. Show in January. \$5,000 show, about a 7-8 minute pre-event show—a “grand finale type show”, “awesome” show. Some debris falls on adjacent golf course, hard for vendor to clean-up. Always on time, was hard to find vendor for such a short show. Works well with Fire Department obtaining permits. Rated a 10 on 1-10 scale.

Vendor: 5 Star
City: Marinette

People very familiar with the vendor were not available. The city used them for 3-4 years and likely again in 2007. Some early minor glitches including starting the show on time were resolved. Overall, show has been “good”.

Vendor: Spielbauer
City: Kimberly

6-7 years doing the show, \$10,000 show, always started on time, crowd reaction has been “phenomenal”. Little change to show over the years. Show co-sponsored with Village and Kimberly Recreation Association. One year Village thought too many vendor staff were permitted into segregated parking area. Sand supplied by Village, no motor box lumber required. 35-40 minute show, same shooter used. Overall rating of 9+.

Vendor: Spielbauer
City: Two Rivers

30+ years, \$8,600 show with donations. Show has always started on time, very happy with show. No drop in quality over the years. Very comfortable working with local shooters employed by vendor. Shooters state they are licensed. Rated a 9 on 1-10 scale.

General comment by PRD Tungate:

Each community I spoke to was happy with their current vendor. None have undertaken a recent RFP process, nor do they intend to in the foreseeable future. A high comfort level seemed to be the reason why they were not looking to change. I believe all the vendors are capable of producing a high quality show. Safety, licensed/certified shooters, firework quality and having the same shooter year after year are important considerations.

City Attorney Jeff Brandt has attached a Fireworks Bid Response Compliance sheet to review.

FIREWORKS BID RESPONSE COMPLIANCE

[illegible]

BARTOLOTTA
Fireworks Company, Incorporated

City of Menasha
Office of the Mayor
Joseph F. Laux

Dear Mayor

Thank You for sending us a chance to bid on your 4th of July Fireworks,

If chosen, we would do everything in our power to make your show the best it can be.

In celebrating our 30th year of business, I know how difficult it is to get the most for your money, but I can assure you that I would not be in business this long if I did not perform to customer expectations.

I hope we can work together in the near future, and again,
Thank You

Sincerely



Jeffrey A. Bartolotta
President

THIS SPECIALLY PREPARED PROGRAM IS FOR:

MENASHA

140 Main Street
Menasha, WI 54952

Wednesday JULY 4th, 2007

TOTAL COST FOR THIS PROGRAM:

\$18,500.00

THE FOLLOWING IS INCLUDED WITH THIS PROGRAM:

Five Million Dollars Public Liability Insurance

**D.O.T. Certified, CDL Licensed Drivers with
HAZMAT endorsements**

**Experienced Display Operators Covered By Worker's
Compensation Insurance**

**All Material and Equipment To Set Up and Fire The
Display**



MAIN EVENT AERIAL SHELLS

The following aerial effects are incorporated throughout this program:

THREE INCH DISPLAY SHELLS

20 3 inch Salutes, noise announcers

200 3 inch Deluxe Assortment Color Display Shells

Assortments include:

VARIEGATED PEONY W/TAIL
FLOWER TIME BISMUTH
GOLDEN CHRYSANTHEMUM
RED, WHITE, BLUE FALLING LEAVES
GREEN AND SILVER GLITTERING CHRYSANTHEMUM
PURPLE AND SILVER GLITTERING .CHRYSANTHEMUM
RED, WHITE, BLUE, USA CANNISTER SHELL
GREEN PALM W/ SILVER TAIL
THREE CONCENTRIC RINGS
SILVER STICKLESS ROCKETS (COMETS)
RED RING W/ BISMUTH CRACKLING PISTIL
PURPLE RING W/ COCO PISTILS W/ TAIL
BISMUTH CRACKLING CHRYSANTHEMUM
SILVER PEONY W/ SILVER FISH PISTILS
PURPLE PEONY W/ SILVER FISH PISTILS
GOLD STROBE

HUGE BISMUTH CRACKLING
RED TO SILVER W/ BLUE PISTIL
MULTICOLOR FUSE FISH W/ PURPLE TAIL
BOWTIE
BLUE AND SILVER. CHRYSANTHEMUM
SILVER FISH W/ RED RING
SILVER PALM W/ SILVER TAIL
GOLD PALM W/ SILVER TAIL
RED STICKLESS ROCKETS (COMETS)
BLUE STICKLESS ROCKETS (COMETS)
BLUE RING W/ BISMUTH CRACKLING
GREEN WAVE RING W/ COCO PISTILS
RED PEONY W/ SILVER FISH PISTILS
BLUE PEONY W/ SILVER FISH PISTILS
SILVER STROBE
GREEN BOWTIE W/ BLUE RING

Total Three Inch Shells :220

MAIN EVENT AERIAL SHELLS

continued.....

The following aerial effects are incorporated throughout this program:

FOUR INCH DISPLAY SHELLS

180 4 inch Deluxe Assorted Color Display Shells

Assortments include:

BLUE STAR PATTERN
RED, WHITE AND, BLUE
RED RING W/SILVER TAIL
GOLDEN WILLOW TO PURPLE W/ COCO PISTILS
PURPLE STICKLESS ROCKET
BOWTIE W/RING TAIL
BISMUTH CRACKLING SILVER WILLOW W/ TAIL
3 CONCENTRIC RINGS W/ SILVER FISH PISTILS
3 CROSS RING (RWB)W/CRACKLING PISTILS
SILVER STROBES WITH FLOWERS
DAHLIA RED W/ TAIL
DAHLIA GREEN W/ TAIL
DAHLIA BLUE W/ TAIL
RED TO BLUE CHRYSANTHEMUM
RED STICKLESS ROCKET (COMETS)
SCREECHERS
SILVER TO RED PEONY W/BLUE PISTILS
GLITTER COCONUT W/ GLITTER TAIL
SILVER FISH W/ BLUE RING
GREEN PEONY W/COCO PISTILS

RED TO SILVER MOVING STARS
RED HEART PATTERN
SMILE FACE PATTERN
RED, WHITE, BLUE PEONY
BLUE CHRYSANTHEMUM W/ PISTILS
MULTI COLOR FALLING LEAVES
GREEN GLITTERING PALM TREE
WHITE STROBING CHRYSANTHEMUM
GIANT BOWTIE
PURPLE PEONY W/ SILVER FISH PISTILS
RED STAR PATTERN
RING WITH FLOWER TIME RAIN & TAIL
GOLD WAVE CHRY. TO GREEN TO SILVER
GLITTERING RING W/ BISMUTH
SIX CHRYSANTHEMUM W/ TAIL
RED PEONY W/ BLUE RING
GREEN PEONY W/ SILVER FISH PISTILS
SILVER TO GREEN TO BLUE PEONY
SILVER COCONUT W/ RISING TAIL
HALF RED, HALF BLUE CHRYS.

Total Four Inch Shells :180

MAIN EVENT AERIAL SHELLS

continued.....

The following aerial effects are incorporated throughout this program:

FIVE INCH DISPLAY SHELLS

150 5 inch Deluxe Assorted Color Display Shells

Assortments include:

SILVER STROBING DAHLIA
GIANT BOWTIE W/RING
WHITE STAR PATTERN W/ BLUE RING
RED FILLED STAR PATTERN
RED PEONY W/BROCADE RING
PURPLE FALLING LEAVES
SILVER CROSSETTE PALM TREE
BLUE PEONY W/ SILVER FISH
YELLOW PEONY W/ COCO PISTILS
BLUE DAHLIA W/ COCO PISTILS & TAIL
GREEN PALM / SILVER TAIL
BLUE RING W/ SILVER PISTILS
GREEN RING W/ BISMUTH CRACKLING
GIANT Z WILLOW PALM W/Z WILLOW
RED, WHITE, BLUE PEONY W/ PISTILS
HALF RED, HALF BLUE CHRYSANTHEMUM
GREEN TO SILVER PEONY W/ CRACKLING
VARIEGATED CHRYSANTHEMUM W/ CROSSETTE
RED TO BISMUTH CRACKLING PEONY

BISMUTH CRACKLING GOLD SPIDER
RED, WHITE, BLUE, W/ SILVER FISH
GOLD SPIDER W/ COCO PISTILS
1/2 & 1/2 CHRY. W/2 COLOR CHANGE
YELLOW FALLING LEAVES
RED CROSSETTE PALM TREE W/ TAIL
BLUE CROSSETTE PALM TREE W/ TAIL
FIVE CONCENTRIC RINGS
MULTI COLOR DAHLIA
RED, SILVER & BLUE W/ FALLING
BLUE PEONY W/ SILVER PISTILS
RED FALLING LEAVES
BLUE PEONY W/SILVER RING
FIVE CHRYSANTHEMUM W/ RING
GOLD SPIDER WEB
SCREECHER W/ SILVER FISH PISTILS
SILVER CHRYSANTHEMUM W/ SILVER
GREEN CROSSETTE PALM TREE
GIANT GOLDEN OCTOPUS W/ GOLDEN

Total Five Inch Shells :150

MAIN EVENT AERIAL SHELLS

continued.....

The following aerial effects are incorporated throughout this program:

SIX INCH DISPLAY SHELLS

150 6 inch Deluxe Hand Picked Color Display Shells

Assortments include:

GIANT BOWTIE WITH SILVER FISH & TAIL
BIG GOLDEN BISMUTH CRACKLING WILLOW
GREEN DAHLIA W/ COCO PISTILS & TAIL
GIANT GOLDEN OCTOPUS W/ GOLDEN TAIL
BLUE TO YELLOW CROSSETTE W/ TAIL
RED TO BLUE CROSSETTE W/ COCO TREE PISTILS
BROCADE DIADEM TO PURPLE / VARIEGATED TAIL
RED PEONY W/ SILVER FISH PISTILS
COLOR CHANGING W/ COLOR CHANGING PISTILS
MIXED COLOR CHANGING CROSSETTE
BLUE TO RED TO FLASH CHRY. W/ YELLOW PISTILS
GIANT GOLD SPIDER WEB
GREEN TO BLUE TO FLASH CHRYSANTHEMUM
BLUE TO RED TO FLASH CHRYSANTHEMUM
PURPLE PALM W/ BISMUTH CRACKLING TAIL
KALIEDESCOPE (8 MUM)
MULTI COLOR DAHLIA
MAGIC PEONY
HAPPY FACE
BISMUTH CRACKLING SILVER PALM TREE

RED TO WHITE TO BLUE
SILVER, RED, BLUE MOVING STARS
RED PEONY W/ RING OF TAILED FLOWERS W/
GIANT GOLD STROBING
SCATTERING (RED & BLUE CRISS CROSS)
BLUE PEONY W/ COCO PISTILS & TAIL
RED PEONY W/ SILVER RING & RISING FLOWERS
RED TO GREEN CROSSETTE W/ CRACKLING
RED PEONY W/ BLUE PISTILS & RISING TAIL
SILVER TO BLUE TO GREEN CHRYSANTHEMUM
FIVE CONCENTRIC RINGS W/ SILVER RISING TAIL
RED PEONY W/ COCO PISTILS & RISING WHISTLE
SILVER BLUE TO GREEN CHRYSANTHEMUM
RING W/ FIVE CHRYSANTHEMUM
WHISTLE & FISH
BROCADE CROWN CHRYSANTHEMUM W/TAI
BIG GOLDEN WILLOW TO PURPLE W/ TAIL
BISMUTH CRACKLING WILLOW W/ COCO PISTILS
4 COLOR CHANGE W/ COLOR CHANGING PISTILS
RED, SILVER & BLUE CRACKLING CROSSETTE

Total Six Inch Shells :150

MAIN EVENT AERIAL SHELLS

continued.....

These special aerial effects are incorporated throughout this program:

8,10,12, INCH DELUXE SHELLS

20 8 inch Deluxe Color Display Yung Feng Brand Shells

DELUXE SHELLS INCLUDE:

GLITTERING SILVER TO RED TO BLUE PEONY W/ GREEN PISTILS CHRYSANTHEMUM	WHITE STROBING
GLITTERING SILVER TO BLUE TO SILVER PEONY W/ RED PISTILS	PINK CHRYSANTHEMUM
BROCADE CROWN TO RED, WHITE, BLUE W/ RISING FLOWERS CHRYSANTHEMUM	PURPLE
GOLD WAVE CHRYSANTHEMUM TO RED	YELLOW TO BLUE PEONY
GOLDEN KAMURO W/ GOLD TAIL CHRYSANTHEMUM	5 COLOR CHANGING
GOLDEN KAMURO W/ SILVER PISTILS W/ TAIL	BLUE CHRYSANTHEMUM
GOLDEN KAMURO TO SILVER FLASH W/ TAIL	RED CHRYSANTHEMUM
GREEN CHRYSANTHEMUM	YELLOW TO BLUE PEONY
BROCADE CROWN CHRYSANTHEMUM W/ MULTI COLORED DAHLIA CENTER	
BROCADE CROWN CHRYSANTHEMUM W/ SPARKLING SILVERY LIGHTS	

Your program incorporates these special shells at significant points throughout the display.

Total Large Caliber Shells :20

BARTOLOTTA

Fireworks Company, Incorporated

GRAND FINALE SPECTACULAR

BARTOLOTTA FIREWORKS WORLD FAMOUS GRAND FINALE:

<u>100</u>	3 INCH DELUXE COLOR SHELLS
<u>100</u>	3 INCH DELUXE COLOR SHELLS & SALUTES
<u>300</u>	3 INCH FLASH SALUTES
<u>100</u>	3 INCH GOLD SPIDER WEBS WITH TAILS

CANOPY FINALE SHELLS

Canopy shells are used in the finale to form a curtain or canopy of color over the smaller finale shells.

<u>36</u>	FOUR INCH CANOPY SHELLS
<u>25</u>	FIVE INCH CANOPY SHELLS
<u>20</u>	SIX INCH CANOPY SHELLS
<u>5</u>	EIGHT INCH CANOPY SHELLS

Total Finale Shells:686

MAIN EVENT SPECIAL EFFECTS

The following effects are incorporated throughout this program:

CANDLES & CAKES & Ground Display

10'x15' American Flag

12-2" Red, White, Blue Roman Candles

2-100 shot zipper fan (red comets to horsetail)

2-100 shot vertical fan (crackle to chry willow)

2-600 shot zipper fan (color peacock)

2-300 shot W shaped (blue stars & brocade comets)

2-300 shot zipper fan (colorful world)

2-665 shot dancing peacock

2-665 shot silver barrier

Total: 5460 special effects to be shot at different intervals throughout the show.

**Bartolotta Fireworks Co. Inc.
Contacts**

Jeffrey A Bartolotta
262-719-0237 (cell)

James Bartolotta (cell)
262-719-0238

Toll Free: 1-800-444-5705

Local: 262-968-4178

Fax: 262-968-2254

e-mail: jeff@bartolottafireworks.com

Web: www.bartolottafireworks.com

ACORD™ CERTIFICATE OF LIABILITY INSURANCEDATE (MM/DD/YYYY)
3/2/2007PRODUCER Phone: 440-248-4711 Fax: 440-248-5406
Britton-Gallagher and Associates, Inc.
6240 SOM Center Rd.
Cleveland OH 44139THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION
ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE
HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR
ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.INSURED
Bartolotta Fireworks Company Inc.
P.O. Box 5
Genesee Depot WI 53127

INSURERS AFFORDING COVERAGE

NAIC #

INSURER A: Lexington Insurance Co

INSURER B: Illinois National Insurance C 23817

INSURER C: Arch Specialty Ins Co

INSURER D:

INSURER E:

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED.
NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS
CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL
THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR ADD'L LTR INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO- JECT <input type="checkbox"/> LOC	6990187	3/1/2007	3/1/2008	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1000000 \$ 50000 MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ 1000000 GENERAL AGGREGATE \$ 2000000 PRODUCTS - COMP/OP AGG \$ 2000000
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS GARAGE LIABILITY <input type="checkbox"/> ANY AUTO	CA62659284	3/1/2007	3/1/2008	COMBINED SINGLE LIMIT (Ea accident) \$ 1000000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ AUTO ONLY - EA ACCIDENT \$ OTHER THAN EA ACC \$ AUTO ONLY: AGG \$
C	EXCESS/UMBRELLA LIABILITY <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE DEDUCTIBLE <input checked="" type="checkbox"/> RETENTION \$ 10000	ULP0004864	3/1/2007	3/1/2008	EACH OCCURRENCE \$ 4000000 AGGREGATE \$ 4000000 \$ \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below OTHER				WC STATU- TORY LIMITS OTH- ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

City of Menasha, Neenah-Menasha Fire & Rescue are additional insured
Date of Display: July 4th, 2007
Location: Jefferson Park, Menasha

CERTIFICATE HOLDER

City of Menasha
140 Main Street
Menasha WI 54952

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED
BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER
WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE
CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO
SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON
THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE



EMC Insurance Companies

EMPLOYERS MUTUAL CASUALTY COMPANY (15539)

POLICY NUMBER: 3H0-03-91---07

BARTOLOTTA'S FIREWORKS CO INC

EFF DATE: 12/07/06

EXP DATE: 12/07/07

**WORKERS COMPENSATION POLICY
DECLARATIONS****ENDORSEMENT SCHEDULE**

FORM	EDITION DATE	DESCRIPTION/ADDITIONAL INFORMATION	PREMIUM
*0405B	02-06	WC & GROUP BENEFITS PRIVACY NOTICE	
*IL7004	01-06	MUTUAL POLICY PROVISIONS	
*IL7131A	04-01	COMM'L POLICY ENDORSEMENT SCHEDULE	
*IL8383	01-06	DISCLOSURE NOTICE OF TERRORISM COVG	\$ 159
*WC000113	01-06	TERRORISM RISK INS EXT ACT END.	
*WC000308	04-84	PARTNERS, OFFICERS & OTHERS EXCLUSION PARTNERS, OFFICERS AND OTHERS EXCLUDED BELOW (NAME AND TYPE): OFFICERS: JEFFREY A. BARTOLOTTA JAMES BARTOLOTTA	
*WC000404	04-84	PENDING RATE CHANGE ENDORSEMENT STATE(S): WI	
*WC000414	07-90	NOTIFICATION OF CHANGE IN OWNERSHIP	
*WC000419	01-01	PREMIUM DUE DATE ENDORSEMENT	
*WC000421A	01-06	DOM TERRORISM/E-QUAKE/CAT INDUST ACC	
*WC000422	01-06	FOREIGN TERRORISM PREMIUM END	
*WC480301B	09-90	WI LIMITED OTHER STATES INSURANCE SCHEDULE OF EXCLUDED STATES IL, MI	
*WC480601C	04-01	WISCONSIN LAW ENDORSEMENT	
*WC480606B	01-02	WI CANCELLATION AND NONRENEWAL ENDST	
*WC7003	09-86	WORKERS COMPENSATION SCHEDULE	
*WC7005	04-92	WC QUICK REFERENCE	

DATE OF ISSUE: 12/11/06

FORM: IL7131A (ED. 04-01)

BPP

111

FW

3H00391 0701

Bartolotta Fireworks Company, Inc.
Business References

1. City of Sheboygan

Contact: Suzan Hart

828 Center Ave.

Sheboygan, WI. 53081

Phone: 920-459-3309

2. City of Neenah

Contact: Eileen McCoy

P.O. Box 426

Neenah, WI. 54957

Phone: 920-886-6062

3. City of Manitowoc

Contact: Joe McLafferty

930 N. 118th Street

Manitowoc, WI. 54220

Phone: 920-374-0471

**Bartolotta Fireworks Company, Inc.
Crew Members & Experience**

Lead Operator: Bruce Kellerman 20 years

Assistants:

Glen Kellerman 20 years

Al Everson 5 years

Russ Arnold 5 years

Dennis Cleerman 10 years

Note:

**All shooters are certified by Bartolotta
Fireworks Company, Inc. and go through
proper training each year to.**

More helpers will be added at a later date.



Menasha July 4th 2007



Corporate Headquarters:
P.O. Box 190/15811 Hwy 32
Lakewood, WI 54138

Michigan: (800) 238-2117
Wisconsin: (715) 276-1555
Cell Phone (920) 676-1570
Fax: (715) 276-2555
Email: casey@fivestarfirerworks.com
www.fivestarfirerworks.com



THE ART OF SKY ENTERTAINMENT



March 6, 2007

City of Menasha

Fivestar Fireworks Company
P.O. Box 190/15811 Hwy 32
Lakewood, WI. 54138

Thank you very much for contacting us for a proposal on your 4th of July fireworks. I look forward to doing business with you. Enclosed you will find a proposal of what Fivestar can do for you this season.

As an established pyrotechnics business, we know that we can offer a top quality product at an extremely competitive price. As a direct importer from China we at Fivestar are at the cutting edge of the latest effects and technology available in the industry.

Please note that the price includes all liability and workman's comp insurance for the show, and will be set-up by a licensed pyrotechnic crew, which is also included in the quoted price. I also plan to be on sight during the Set-up. Our company carries the required five million dollar liability insurance policy, as well as a five million dollar Hazmat policy. This show will be fired electronically; the price will be \$18,500.00.

We feel that the enclosed quote will deliver the finest show that Menasha has ever seen. If, in looking at over the enclosed quote, you would like to make any changes or adjustments, we will strive to create the show that you are looking for. We at Fivestar, Look forward to many years of successful and brilliant shows for Menasha. Thank you again for this opportunity.

Sincerely your,

Casey Ludwig
Fivestar Fireworks Company



PRICE - SELECTION

CUSTOMER SATISFACTION



March 2007

15811 Highway 32
PO Box 190
Lakewood WI. 54138



Thank you for allowing me to introduce Fivestar Fireworks Company. I appreciate the opportunity to showcase some of our qualifications.

Fivestar Fireworks takes great pride in producing high quality, entertaining shows. Our goal is to establish a long-term relationship, providing years of successful and exciting shoots in your area.

At Fivestar Fireworks, we feel our best asset is our reputation. Enclosed you will find a list of professional references. Please feel free to contact them we are convinced that they will give us a glowing recommendation.

Each fireworks display orchestrated by Fivestar Fireworks includes many hours of preparation completed by a very competent, well-trained staff. In addition to the preparation each show also includes:

- Set-up and firing of the show by a certified pyrotechnic crew.
- A show that will be shot electronically.
- \$5 million liability and worker's compensation insurance.
- \$5 million Haz-Mat Insurance on transportation, to meet DOT Regulations

Please call with any questions you may have concerning your fireworks display. We look forward to providing you with the information you need to make an educated decision, and thank you for the opportunity of providing you with The Art of Sky Entertainment.

Sincerely,

Casey Ludwig
Five Star Fireworks

THE ART OF SKY ENTERTAINMENT



LOW PRICE LEADER

FACTORY DIRECT PRICING

QUALITY FIREWORKS FROM THE ORIENT

AMERICAN MADE FIREWORKS



PRICE - SELECTION

CUSTOMER SATISFACTION



LOW PRICE LEADER



FACTORY DIRECT PRICING



QUALITY FIREWORKS FROM THE ORIENT



AMERICAN MADE FIREWORKS

ABOUT FIVESTAR FIREWORKS COMPANY

- Each year, Fivestar Fireworks Company entertains over a million people throughout Wisconsin, Florida and the Upper Midwest. Our shows range from small local events to very large electronically fired and choreographed musical shows.
- Customer satisfaction has always been our prime concern, and the list of satisfied customers is continually growing. We have provided quality shows for many cities in the Upper Midwest, including Townsend, Clintonville, Wisconsin and Norway, Michigan, as well as setting up shows at the Crandon International Raceway the Worlds Championship of off road racing.
- With fireworks being our only business, we are committed to fireworks year round. Our corporate headquarters in Lakewood, Wisconsin, serves as the base for our retail and wholesale networks. Fivestar Fireworks Company is a direct importer of Class C consumer fireworks and Class B professional fireworks.
- Fivestar Fireworks Company can customize a display for your event or occasion. We can have a pyrotechnic give you a free no-obligation quote on our display.
- Fivestar Fireworks Company has a terrific safety record and constantly reviews its procedures and policies. We carry a standard five million dollar liability policy, along with worker's compensation insurance covering our pyrotechnicians during setup and firing of the display. We carry a five million dollar policy for our trucks, meeting D.O.T. requirements, and we have B.A.T.F. approved magazines for storage of Class B, UN0335, 1.3g fireworks.
- Our fireworks have thrilled millions of people! We have put years of research into providing the greatest fireworks shows, and we feel we provide the best show for your investment dollar at Fivestar Fireworks Company.



THE ART OF SKY ENTERTAINMENT





OPENING THE SHOW

QUAN DESCRIPTION/EFFECTS/SHELL DIAMETER ETC		QUAN SHELLS
60	3-inch Titanium Salutes w/Rising Silver Tail	60
30	4-inch Titanium Salutes w/Rising Silver Tail	30
20	5-inch Big Golden Willow Finale Chains	20
9	6-inch Large Brocade Crown Shells	9
3	8-inch Large Willow Aerial Shells	3
4	480-Shot Splendid Flowers (Z-Shape) Box	1920
4	600-Shot Blue in Brocade (IVW-Shape) Box	2400
24	2" 8-Shot Crossette Candles (Lemon/Red/Silver)	192
1	American Flag 10 x 16 (Set-Piece) w/Candles	

FIREWORKS DISPLAY LASTING 28-32 MINUTES IN LENGTH

LOTS OF NOISE & COLOR TO GET THE CROWDS ATTENTION

THIS WILL BE A SPECTACULAR OPENING TO YOUR SHOW

BY PYROTECHNICIANS WITH YEARS OF EXPERIENCE

THE ART OF SKY ENTERTAINMENT



MAIN EVENT

QUAN DESCRIPTION/EFFECTS/SHELL DIAMETER ETC

200	3-inch Yung Feng Assorted Aerial Shells	200
180	4-inch An-Ping Assorted Aerial Shells	180
18	5-inch Canister Shells w/Special Effects	18
4	600-Shot R/W/B Crackle to Salutes (Z-Shape)	2400
112	5-inch Specialty Shells (Lidu-Doubles)	112
110	5-inch Yung Feng Specialty Shells	110
94	6-inch Lidu Assorted Aerial Shells	94
120	6-inch Yung Feng Aerial Shells	120
13	8-inch Yung Feng Specialty Shells	13
4	150-Shot Battle of Hero's (Z-Shape) Box	600
4	1000-Shot Lidu Whistling Dragons Box	4000

THE ART OF SKY ENTERTAINMENT



EARTHSHAKING FINALE

QUAN DESCRIPTION/EFFECTS/SHELL DIAMETER ETC

160	3-inch Lidu Titanium Salutes w/Rising Silver Tails	160
240	3-inch Mixed Color Peony Shells (Finale Chains)	240
120	4-inch Lidu Brocade Crown To Color (Finale Chains)	120
40	5-inch Lidu Diadem Chrysanthemum (Finale Chains)	40
27	6-inch Lidu Brocade Crown Waterfall (Finale Chains)	27
4	8-inch An-ping Large Breaking Diadem Shells	4
900	Electronic Igniters (E-Match) (Included)	
4	An-Ping 104-Shot Poisonous Spider Box	416
4	150-Shot Variety Color & Reports Finale Box	600
8	Rolls Quick Match (Misc) Tape/Foil/Fusees Included	

Total

14,088

PGI CERTIFIED LICENSED SHOOTERS

WORKMEN'S COMP INSURANCE FOR EMPLOYEES

5-MILLION DOLLAR LIABILITY INSURANCE INCLUDED

5-MILLION DOLLAR HAZ-MAT INSURANCE INCLUDED

THE ART OF SKY ENTERTAINMENT



Factory Brands & Quantities

Quan Description/Brand/Size

50 3" American Made Comets
150 3" Yung Feng Brand Assorted Aerial Shells
460 3" Lidu Brand/Flower King Brand

660 **3" Total Assorted Aerial Shells**

50 4" An-Ping Brand Assorted Aerial Shells
50 4" Yung Feng Brand Specialty Aerial Shells
230 4" Lidu Brand/Flower King Brand

330 **4" Total Assorted Aerial Shells**

10 5" Mantsuna Brand Specialty Aerial Shells
90 5" Yung Feng Brand Specialty Aerial Shells
200 5" Lidu Brand/Flower King Brand

300 **5" Total Assorted Aerial Shells**

8 6" Mantsuna Brand Specialty Aerial Shells
110 6" Yung Feng Brand Specialty Aerial Shells
32 6" An-Ping Brand Assorted Pattern Shells
Rainbow Pattern/Red Heart Pattern/Snail Pattern
Star in Ring Pattern/Triple Rings Pattern
Smile Face Pattern/Saturn w/Ring Pattern
and many more pattern shells from an-ping
100 6" Lidu Brand/Flower King Brand

250 **6" Total Assorted Aerial Shells**

12 8" Flower King Brand Aerial Shells
8 8" Yung Feng Brand Specialty Shells

20 **8" Total Assorted Aerial Shells**

THE ART OF SKY ENTERTAINMENT



Menasha 4th of July

Finale Boxes & Candles

Factory Brands & Quantities

Quan Description/Brand/Size

Finale Boxes & Large Candles

4	1000-Shot Whistling Dragons w/Silver Tails Box
4	150-Shot Battle of Hero's (Z-Shape) Box
4	An-Ping Brand 104-Shot Poisonous Spider Box
4	Lidu Brand 150-Shot Variety Color (Loud Reports) Box
4	Flower King 480-Shot Splendid Flowers (Z-Shape) Box
4	Flower King 600-Shot Red/Wht/Blue (Z) Crackle to Salute Box
4	Flower King 600-Shot Blue in Brocade Box

Large Display Candles

24	Lidu Brand 2" Red/Silver Crossette Candles
1	American Flag 10 x 16 Set-Piece w/Candles

THE ART OF SKY ENTERTAINMENT



Professional References:

Crandon International Raceway
World Championship of Off-Road Racing
Attention: Tiffany
US Highway 8
Crandon WI 54520

Phone: 715-478-2222

Town of Townsend
Attention: Sue Rapp
16531 Elm Street
Townsend WI 54175

Phone: 715-276-7317

Derby Race Track
Attention: Chuck Decker
P.O Box 1447
Eagle River WI 54521

Phone: 715-479-4424

City of Clintonville
Attention: Don Jirschele
24 N Main Street
Clintonville WI 54929

Phone: 715-823-2888

Also in 2003 We Did The 40TH Anniversary Eagle River Derby
The 20TH Anniversary Culvers Restraint Chain
The 100TH Anniversary Milwaukee Mile Indy Cars

THE ART OF SKY ENTERTAINMENT

ACORD™ CERTIFICATE OF LIABILITY INSURANCEDATE (MM/DD/YYYY)
03/06/2007PRODUCER (440)248-4711 FAX (440)248-5406
Britton-Gallagher and Associates, Inc.
6240 SOM Center Rd.
Cleveland, OH 44139THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION
ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE
HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR
ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURERS AFFORDING COVERAGE

NAIC #

INSURED Fivestar Fireworks Corporation
PO Box 190
Lakewood, WI 54138INSURER A: Lexington Insurance Co
INSURER B: Illinois National Insurance Co
INSURER C: Axis Surplus Ins Company
INSURER D:
INSURER E:

23817

COVERAGESTHE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING
ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR
MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH
POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR	ADD'L	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS
A	LTR	GENERAL LIABILITY	6990064	05/20/2007	05/20/2008	EACH OCCURRENCE \$ 1,000,000
		<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY				DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000
		<input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR				MED EXP (Any one person) \$
		GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO. SUBJECT <input type="checkbox"/> LOC				PERSONAL & ADV INJURY \$ 1,000,000
B	LTR	AUTOMOBILE LIABILITY	CA62646915	05/20/2007	05/20/2008	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
		<input checked="" type="checkbox"/> ANY AUTO				BODILY INJURY (Per person) \$
		<input type="checkbox"/> ALL OWNED AUTOS				BODILY INJURY (Per accident) \$
		<input type="checkbox"/> SCHEDULED AUTOS				PROPERTY DAMAGE (Per accident) \$
		<input checked="" type="checkbox"/> HIRED AUTOS				AUTO ONLY - EA ACCIDENT \$
		<input checked="" type="checkbox"/> NON-OWNED AUTOS				OTHER THAN AUTO ONLY: EA ACC \$
<input checked="" type="checkbox"/> Hired Car Physical \$50,000 LIMIT	AGG \$					
<input checked="" type="checkbox"/> Damage \$100 COMP/\$500 COLL DED.						
C	LTR	GARAGE LIABILITY	EAU720540	05/20/2007	05/20/2008	EACH OCCURRENCE \$ 4,000,000
		<input type="checkbox"/> ANY AUTO				AGGREGATE \$ 4,000,000
		EXCESS/UMBRELLA LIABILITY				
		<input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE				
D	LTR	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY				WC STATUTORY LIMITS \$
		ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?				E.L. EACH ACCIDENT \$
		If yes, describe under SPECIAL PROVISIONS below				E.L. DISEASE - EA EMPLOYEE \$
		OTHER				E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

Display Date: July 4th 2007

Additional Insured: City of Mensha

CERTIFICATE HOLDERCity of Menasha
140 Main Street
Menasha, WI 54952**CANCELLATION**SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE
EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL
30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT,
BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY
OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

Jean B. Kearney

PRICE - SELECTION - CUSTOMER SATISFACTION



Casey Ludwig/Company Owner

20-Year Veteran of Display Fireworks

(Lead Operator on Show)

Cell # (920)-676-1570

Phone # (715)-276-1555

Al Chastian (15-Years Experience)

Ronald Jansen (15-Years Experience)

Matt Hoffman (5-Years Experience)

**1-2 other Employees to be Named upon
signing of contract for the show.**

All Certified Shooters (3-Plus Years Experience)

**Fivestar Fireworks Has Never Had an
Insurance Claim in The Past Ten Years
That we Have Been in Business.**

LOW PRICE LEADER

FACTORY DIRECT PRICING

QUALITY FIREWORKS FROM THE ORIENT

AMERICAN MADE FIREWORKS

THE ART OF SKY ENTERTAINMENT



SPIELBAUER FIREWORKS CO., INC.

Wisconsin's Oldest Exhibition Fireworks Company

Office: 220 Roselawn Blvd. • Factory & Warehouses: Bellevue • Green Bay, WI 54301-1304 • Telephone 1-920-336-0446

March 13, 2007

City of Menasha

Attn: Mayor Joseph F. Laux & The City of Menasha Common Council

140 Main St.

Menasha, WI 54952

Dear Mayor & Common Council Members:

Thank you for the opportunity to submit the enclosed proposals for your 4th of July celebration. We have included two separate programs for your \$18,500.00 Aerial & Ground Fireworks Display.

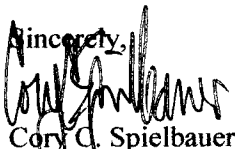
"Proposal A" is very similar to the show that our company has provided to the City of Menasha in the past. This display features larger sized aerial shells that maximize the display site at Jefferson Park. This display also utilizes the highest quality fireworks shells and effects available today.

"Proposal B" still maintains our superior products but includes smaller sized shells in the Main Text of the show. This display was put together to demonstrate the possibility of shooting a greater total number of fireworks, albeit with less effect in the air and reaching a lower height in the sky. With this large number of smaller shells, though, the intensity of the show will increase.

We are committed to the success of your event and both proposals will produce excellent results. Included in each program is insurance coverage for public liability and property damage, experienced fireworks operators, all equipment for firing the show, and delivery.

Spielbauer Fireworks has provided the City of Menasha with an excellent 4th of July display for years. We look forward to continuing that tradition.

Thank you for your time and consideration. If you should have any questions or concerns, please let us know.

Sincerely,

Cory C. Spielbauer
Pres.



SPIELBAUER FIREWORKS CO., INC.

Wisconsin's Oldest Exhibition Fireworks Company

Office: 220 Roselawn Blvd. • Factory & Warehouses: Bellevue • Green Bay, WI 54301-1304 • Telephone 1-920-336-0446

Proposal A

\$18,500.00 Aerial & Ground Fireworks Display for July 4, 2007

Announcement

- 20 - 3 inch Aerial Flash Salutes

Opening

- 150 - 3 inch Red, White & Blue Crossette Shells - wicked for rapid firing
- 12 - 5 inch Silver to Red & Blue Crossette Shells - wicked for rapid firing

This opening barrage incorporates a patriotic color scheme. All of the 3 inch Red, White & Blue shells are wicked to fire quickly and give the display an intense start. The 5 inch will canopy the smaller shells.

- 150 - 3 inch Titanium Salutes w/ Rising Silver Tails - wicked for rapid firing
- 12 - 5 inch Diadem Chrysanthemum w/ Titanium Reports - wicked for rapid firing

Another layer of shells will be fired in this second sequence of the opening. Thundering salutes with silver spatter will be canopied by long hanging diadem chrys. shells with titanium report centers.

Main Text

- 1 - No. A-13 Fire-It-Yourself Aerial Display - as listed on pg. 17 & 18, 2007 Fireworks Catalog

No. A-13 Aerial contains the following:

- 120 - 3 inch Aerial Shells
- 76 - 4 inch Aerial Shells
- 48 - 5 inch Aerial Shells
- 34 - 6 inch Aerial Shells
- 10 - 15 min. Fusees
- 50 - 3 inch Color & Glitter Finale Shells
- 25 - 3 inch Titanium Report w/ Tail Finale Shells
- 2 - 468 Report Brazil Barrage Racks

Delete from No. A-13 Aerial Display
120 - 3 inch Aerial Shells

End No. A-13 Aerial Display

Additional Special Break Shells

4 inch Shells

- 2 - Artillery Shells
- 2 - Titanium Artillery Shells
- 2 - White Strobe Flitter & Green
- 2 - Crackling Willow Flower w/ Crackling Pistil
- 2 - Orange & Purple Dahlia
- 2 - Red Glitter & Silver Palm
- 2 - Red & Blue Peony
- 2 - Silver Strobe Willow & Blue
- 2 - Green Glitter
- 2 - Variegated Dahlia
- 2 - Blue, Green & Gold Strobe
- 2 - Blue & Twinkling Kamuro
- 2 - Lemon Peony w/ Red Palm Core
- 2 - Gold Strobe to Variegated Color
- 2 - Green to Silver Strobe
- 2 - Orange Peony w/ Blue Pistil
- 2 - Red, White & Blue Tail
- 2 - Green Crackling Glitter Tail w/ Crackling Tail
- 2 - Lemon to Blue w/ Red Palm Core w/ Silver Tail
- 2 - Blue to Pink Palm w/ Silver Tail
- 2 - Variegated to White Strobe w/ Silver Tail
- 2 - Yellow Strobe Trail w/ Red & Blue Tip w/ Silver Tail
- 2 - Green & Purple Crackling Tail Peony w/ Crackling Tail
- 4 - Golden Palm Tree w/ Gold Tails
- 4 - Crackling Flower w/ Crackling Tails
- 10 - Assorted Chrysanthemum Shells
- 10 - Assorted Peony Shells
- 12 - Assorted Special Break w/ Rising Whistles
- 12 - Assorted Special Break w/ Rising Tails
- 2 - Two Break Titanium Salute + Green & Yellow Chrys.
- 2 - Two Break Blue Chrys. + Silver Chrys.

102

5 inch Shells

- 2 - Fancy Duration
- 2 - Artillery Shells
- 2 - Titanium Artillery Shells
- 2 - Red to Blue Peony w/ Strobe Pistil & Silver Tail
- 2 - Purple & Blue to Popping Flower w/ Red Tail
- 2 - White Strobe Flitter w/ Red & Blue Pistil w/ Silver Tail
- 2 - Silver Strobe Willow & Blue w/ Silver Tail

5 inch Shells (cont.)

- 2 - Red Gamboge Chrys. w/ Big 2 Color Change Pistil w/ Gold Tail
- 2 - Green Tip Crackling Palm w/ Glittering Tail
- 2 - Color Change Chrys. w/ 2 Color Change Pistil w/ Silver Tail
- 2 - Glitter Silver to Green to Popping Crackling w/ Silver Tail
- 2 - Twinkling Kamuro Crown w/ Blue Pistil w/ Gold Tail
- 2 - Purple Crackling Willow w/ Gold Tail
- 2 - Glittering Silver to Purple Chrysanthemum w/ Silver Tail
- 2 - Green Strobe Glitter w/ Red to Popping Pistil w/ Silver Tail
- 2 - Silver Ring w/ Brocade & Red Pistil w/ Silver Tail
- 2 - Red & Green Glitter w/ Silver Tail
- 2 - Crackling Palm & Red w/ Crackling Tail
- 2 - Green to Crackling Flower Tail w/ Green Tail
- 2 - White Peony w/ Variegated Pistil w/ Silver Tail
- 2 - Red to White Strobe w/ Blue Tail
- 2 - Golden Palm Tree w/ Gold Tails
- 2 - Crackling Flower w/ Crackling Tails
- 2 - Red Dahlia w/ Rising Red Tail
- 2 - Half Red & Half Blue Peony w/ Strobe Tail
- 16 - Assorted Chrysanthemum Shells
- 16 - Assorted Peony Shells
- 16 - Assorted Willow Break Shells
- 2 - Double Break Hummer & Report Shells
- 3 - Double Break Hummer & Whistle Shells
- 3 - Double Break Silver Popping Dragon w/ Palm Core
- 20 - Assorted Shells w/ Rising Tails
- 10 - Assorted Shells w/ Rising Whistles & Tails
- 6 - Majestic Arching Transformation - M.A.T.
- 2 - Two Break Red to White Crossette + Blue to White Crossette
- 2 - Two Break Silver Hummer Fish + Silver Hummer Fish
- 2 - Two Break Color Sound Bee + Colorful Whistle

146

6 inch Shells

- 1 - Silver to Red to Green Crossette w/ Tail
- 1 - Gold Wave to Purple w/ Green Palm Core w/ Tail
- 1 - Lemon & Purple to Brocade Kamuro w/ Tail
- 1 - Gold Wave to Silver Strobe w/ Red Palm Core w/ Tail
- 1 - Gold Flitter w/ Red Strobe Pistil w/ Tail
- 1 - Kamuro to Strobe w/ Popping Crackling Pistil w/ Tail
- 1 - Super Gold Flitter Spider w/ Blue & Red Pistil w/ Gold Tail
- 1 - Gold Wave to Variegated w/ Crackling Flower Pistil w/ Tail
- 1 - Big Blue to Strobe Peony & Red Strobe w/ Red Tail
- 1 - White Flitter Spider w/ Blue Strobe Pistil w/ Tail
- 1 - Glitter Silver & Red Ring w/ Red & Blue Pistil w/ Tail
- 1 - Gold Popping Brocade Kamuro w/ Crackling Flower w/ Tail
- 1 - Silver to Green Crossette & Orange Crossette w/ Tail
- 1 - Gold Peony w/ Bee Pistil w/ Red Tail
- 1 - Super Gold Flitter Chrysanthemum w/ Variegated Pistil w/ Tail

6 inch Shells (cont.)

- 1 - Green to Diamond & Red Strobe w/ Red Tail
- 1 - Charcoal Willow w/ Red Strobe Pistil w/ Gold Tail
- 1 - Gold Palm w/ Green Tip & Strobe w/ Tail
- 1 - Lemon Peony w/ Purple Palm Pistil w/ Tail
- 1 - Variegated Gold Strobe Peony w/ Crackling Flower Pistil w/ Tail
- 1 - Gold Wave to Red & White Strobe Flitter w/ Tail
- 1 - Super Bright Gold Flitter Spider & Blue w/ Tail
- 1 - Red & Green Tip w/ Strobe Willow w/ Glittering Tail
- 1 - Red & Blue & Silver Tourbillion w/ Tail
- 1 - Gold Spider Ring w/ Blue Pistil w/ Gold Tail
- 1 - Glitter Silver to Blue Chrys. w/ Red to white Strobe Pistil w/ Tail
- 1 - Purple Palm & Green Strobe w/ Gold Tail
- 2 - Golden Palm Tree w/ Gold Tails
- 2 - Crackling Flower w/ Crackling Tails
- 2 - Assorted Shells w/ Rising Flowers & Tail
- 12 - Assorted Chrysanthemum & Peony Shells
- 12 - Assorted Special Break Shells
- 2 - Two Break Red & Blue Dahlia w/ White Twinkling Kamuro + Ti. Artillery
- 2 - Two Break Blue Color Sound Bee & Yellow Color Sound Bee
- 2 - Two Break Gold Brocade Waterfall + Silver Brocade Waterfall
- 2 - Two Break Thousand Gold Silk Fish + Crackling Silk Fish
- 3 - Two Break Aqua Magnesium Dahlia + Orange Magnesium Dahlia

68

8 inch Shells

- 2 - Crackling Flower w/ Crackling Tail Shells
- 2 - Weeping Willow Shells
- 2 - Charcoal Chrysanthemum w/ Color Changing Pistil Shells
- 2 - Thousands of Brocade Cascade Shells
- 2 - Diadem Chrysanthemum Changing to Silver
- 2 - Diadem Chrysanthemum w/ Strobing Core
- 2 - Spider w/ Strobe Pistil Shells
- 2 - Red Gamboge to Green to Silver Chrys. w/ Red Pistil
- 2 - Blue to Red Peony to White Strobe w/ Silver to Blue Pistil
- 2 - Orange to Strobe w/ Purple Pistil
- 2 - Thousands of Popping Flowers w/ Strobe Pistil
- 2 - Red Gamboge to Silver Strobe w/ Red to Blue Pistil
- 2 - Gold Wave to Popping Pistil w/ Red to Crackling Flower Pistil
- 2 - Brocade Kamuro w/ Red, White & Blue Palm
- 2 - Color to Bright Gold Twinkling Chrys.
- 2 - Christmas Tree & Silver Strobe Shells
- 2 - Red & Green Crossette (timed) Shells
- 2 - Super Bright Gold Flitter Spider & Red & Blue Shells
- 2 - Thousand Fuchsia w/ Crackling Flower Pistil Shells
- 2 - Gold Flitter w/ Blue Pistil Shells
- 15 - Assorted Chrysanthemum & Peony Shells
- 15 - Assorted Special Break Shells

70

Midlevel Effects & Shell Combinations

- 6 - 150 Shot Happy Stars Barrage Boxes - repeating barrage box creating intense gold bursts overhead. **Total 900 shots**
- 12 - 4 inch Crackling Flower w/ Crackling Tail Shells - wicked for rapid firing and will canopy Happy Stars boxes
- 6 - 1,000 Shot Fan Shaped Brocade Crown Salute Boxes - each box creates "V" pattern with elegant gold tails that break in reports. **Total 6,000 shots**
- 20 - 3 inch Bright Gold Flitter Tiger Tail Shells - wicked for rapid firing and will canopy Brocade Crown Salute boxes
- 6 - 1,000 Shot Whistling Dragon Barrage Boxes - each box emits intense silver screamers from ground level to 150 ft. overhead. **Total 6,000 shots**
- 20 - 3 inch Whistle Cylinder Shells - wicked for rapid firing and will canopy the Whistling Dragon boxes

Ground Display

- 1 - AMERICAN FLAG - 10' x 15' - 150 sq. ft. - Old Glory depicted in brilliant lance fire w/ candle batteries attached to top

Grand Finale

- 350 - 3 inch Color & Glitter Shells - wicked for rapid firing
- 96 - 4 inch Color & Glitter Shells - wicked for rapid firing and will canopy the 3 inch Color & Glitter
- 200 - 3 inch Titanium Report w/ Silver Tail Shells - wicked for rapid firing
- 24 - 5 inch Titanium Artillery Shells - wicked for rapid firing and will canopy the 3 inch Titanium Reports
- 10 - 104 Shot Poisonous Spider Boxes - fires 104 timed color, glitter, and spinning aerial shots 100 ft. overhead. **Total of 1,040 shots**
- 8 - 300 Shot Titanium Salute Boxes - each box fires 300 heavy charged reports. **Total of 2,400 shots**
- 3 - 280 Shot Fan Shaped Three Times Whistle & Titanium Salute Boxes
Total of 840 shots

Insurance Coverage

\$5 million insurance coverage for public liability and property damage.
Please see attached explanation of insurance coverage and sample certificate.

Operator

Experienced fireworks operators covered under workers compensation insurance - West Bend Mutual. Display to commence at 9:30pm.

Delivery & Equipment

All equipment for firing of the display to be provided by Spielbauer Fireworks Co., Inc. All materials for the display to be delivered on July 4, 2007.

Total Cost \$18,500.00

Meeting with the Neenah-Menasha Fire Rescue to be arranged prior to event.

Location: Jefferson Park, Menasha

Display Date: July 4, 2007

Rain Date: July 7, 2007

~Proposal void after April 15, 2007~



SPIELBAUER FIREWORKS CO., INC.

Wisconsin's Oldest Exhibition Fireworks Company

Office: 220 Roselawn Blvd. • Factory & Warehouses: Bellevue • Green Bay, WI 54301-1304 • Telephone 1-920-336-0446

Proposal B

\$18,500.00 Aerial & Ground Fireworks Display for July 4, 2007

Announcement

- 20 - 3 inch Aerial Flash Salutes

Opening

- 150 - 3 inch Red, White & Blue Crossette Shells - wicked for rapid firing
- 12 - 5 inch Silver to Red & Blue Crossette Shells - wicked for rapid firing

This opening barrage incorporates a patriotic color scheme. All of the 3 inch Red, White & Blue shells are wicked to fire quickly and give the display an intense start. The 5 inch will canopy the smaller shells.

- 150 - 3 inch Titanium Salutes w/ Rising Silver Tails - wicked for rapid firing
- 12 - 5 inch Diadem Chrysanthemum w/ Titanium Reports - wicked for rapid firing

Another layer of shells will be fired in this second sequence of the opening. Thundering salutes with silver spatter will be canopied by long hanging diadem chrys. shells with titanium report centers.

Main Text

3 inch Shells

- 2 - Variegated Peony w/ Silver Palm
- 2 - Red Glitter
- 2 - Blue & Yellow Peony
- 2 - Spangle Chrysanthemum & Blue
- 2 - Red Gamboge to White Strobe
- 2 - Blue to Red Glitter & Gold Strobe
- 2 - Green & Purple Glitter
- 2 - Yellow Peony
- 2 - Blue Peony
- 2 - Pink Peony
- 2 - Purple & Green Crackling Palm w/ Glitter Tail
- 2 - Orange to Popping Flower w/ Silver Tail

3 inch Shells (cont.)

- 2 - Fuchsia Magic Peony w/ Silver Tail
- 2 - Lemon Peony w/ Crackling Flower Palm Core w/ Lemon Tail
- 2 - Green Strobe Flitter & Spangle w/ Green Tail
- 96 - Assorted Chrysanthemum Shells
- 96 - Assorted Peony Shells
- 60 - Assorted Special Break w/ Rising Tails

282

4 inch Shells

- 2 - Artillery Shells
- 2 - Titanium Artillery Shells
- 2 - White Strobe Flitter & Green
- 2 - Crackling Willow Flower w/ Crackling Pistil
- 2 - Orange & Purple Dahlia
- 2 - Red Glitter & Silver Palm
- 2 - Red & Blue Peony
- 2 - Silver Strobe Willow & Blue
- 2 - Green Glitter
- 2 - Variegated Dahlia
- 2 - Blue, Green & Gold Strobe
- 2 - Blue & Twinkling Kamuro
- 2 - Lemon Peony w/ Red Palm Core
- 2 - Gold Strobe to Variegated Color
- 2 - Green to Silver Strobe
- 2 - Orange Peony w/ Blue Pistil
- 2 - Red, White & Blue Tail
- 2 - Green Crackling Glitter Tail w/ Crackling Tail
- 2 - Lemon to Blue w/ Red Palm Core w/ Silver Tail
- 2 - Blue to Pink Palm w/ Silver Tail
- 2 - Variegated to White Strobe w/ Silver Tail
- 2 - Yellow Strobe Trail w/ Red & Blue Tip w/ Silver Tail
- 2 - Green & Purple Crackling Tail Peony w/ Crackling Tail
- 4 - Golden Palm Tree w/ Gold Tails
- 4 - Crackling Flower w/ Crackling Tails
- 90 - Assorted Chrysanthemum Shells
- 90 - Assorted Peony Shells
- 12 - Assorted Special Break w/ Rising Whistles
- 62 - Assorted Special Break w/ Rising Tails
- 2 - Two Break Titanium Salute + Green & Yellow Chrys.
- 2 - Two Break Blue Chrys. + Silver Chrys.

312

5 inch Shells

- 2 - Artillery Shells
- 2 - Titanium Artillery Shells
- 2 - Red to Blue Peony w/ Strobe Pistil & Silver Tail
- 2 - Purple & Blue to Popping Flower w/ Red Tail
- 2 - White Strobe Flitter w/ Red & Blue Pistil w/ Silver Tail
- 2 - Silver Strobe Willow & Blue w/ Silver Tail

5 inch Shells (cont.)

- 2 - Red Gamboge Chrys. w/ Big 2 Color Change Pistil w/ Gold Tail
- 2 - Green Tip Crackling Palm w/ Glittering Tail
- 2 - Color Change Chrys. w/ 2 Color Change Pistil w/ Silver Tail
- 2 - Glitter Silver to Green to Popping Crackling w/ Silver Tail
- 2 - Twinkling Kamuro Crown w/ Blue Pistil w/ Gold Tail
- 2 - Purple Crackling Willow w/ Gold Tail
- 2 - Glittering Silver to Purple Chrysanthemum w/ Silver Tail
- 2 - Green Strobe Glitter w/ Red to Popping Pistil w/ Silver Tail
- 2 - Silver Ring w/ Brocade & Red Pistil w/ Silver Tail
- 2 - Red & Green Glitter w/ Silver Tail
- 2 - Crackling Palm & Red w/ Crackling Tail
- 2 - Green to Crackling Flower Tail w/ Green Tail
- 2 - White Peony w/ Variegated Pistil w/ Silver Tail
- 2 - Red to White Strobe w/ Blue Tail
- 2 - Golden Palm Tree w/ Gold Tails
- 2 - Crackling Flower w/ Crackling Tails
- 2 - Red Dahlia w/ Rising Red Tail
- 2 - Half Red & Half Blue Peony w/ Strobe Tail
- 56 - Assorted Chrysanthemum Shells
- 56 - Assorted Peony Shells
- 56 - Assorted Willow Break Shells
- 2 - Double Break Hummer & Report Shells
- 3 - Double Break Hummer & Whistle Shells
- 3 - Double Break Silver Popping Dragon w/ Palm Core
- 20 - Assorted Shells w/ Rising Tails
- 10 - Assorted Shells w/ Rising Whistles & Tails
- 2 - Two Break Red to White Crossette + Blue to White Crossette
- 2 - Two Break Silver Hummer Fish + Silver Hummer Fish
- 2 - Two Break Color Sound Bee + Colorful Whistle

260

6 inch Shells

- 1 - Silver to Red to Green Crossette w/ Tail
- 1 - Gold Wave to Purple w/ Green Palm Core w/ Tail
- 1 - Lemon & Purple to Brocade Kamuro w/ Tail
- 1 - Gold Wave to Silver Strobe w/ Red Palm Core w/ Tail
- 1 - Gold Flitter w/ Red Strobe Pistil w/ Tail
- 1 - Kamuro to Strobe w/ Popping Crackling Pistil w/ Tail
- 1 - Super Gold Flitter Spider w/ Blue & Red Pistil w/ Gold Tail
- 1 - Gold Wave to Variegated w/ Crackling Flower Pistil w/ Tail
- 1 - Big Blue to Strobe Peony & Red Strobe w/ Red Tail
- 1 - White Flitter Spider w/ Blue Strobe Pistil w/ Tail
- 1 - Glitter Silver & Red Ring w/ Red & Blue Pistil w/ Tail
- 1 - Gold Popping Brocade Kamuro w/ Crackling Flower w/ Tail
- 1 - Silver to Green Crossette & Orange Crossette w/ Tail
- 1 - Gold Peony w/ Bee Pistil w/ Red Tail
- 1 - Super Gold Flitter Chrysanthemum w/ Variegated Pistil w/ Tail
- 1 - Green to Diamond & Red Strobe w/ Red Tail

6 inch Shells (cont.)

- 1 - Charcoal Willow w/ Red Strobe Pistil w/ Gold Tail
- 1 - Gold Palm w/ Green Tip & Strobe w/ Tail
- 1 - Lemon Peony w/ Purple Palm Pistil w/ Tail
- 1 - Variegated Gold Strobe Peony w/ Crackling Flower Pistil w/ Tail
- 1 - Gold Wave to Red & White Strobe Flitter w/ Tail
- 1 - Super Bright Gold Flitter Spider & Blue w/ Tail
- 1 - Red & Green Tip w/ Strobe Willow w/ Glittering Tail
- 1 - Red & Blue & Silver Tourbillion w/ Tail
- 1 - Gold Spider Ring w/ Blue Pistil w/ Gold Tail
- 1 - Glitter Silver to Blue Chrys. w/ Red to white Strobe Pistil w/ Tail
- 1 - Purple Palm & Green Strobe w/ Gold Tail
- 2 - Golden Palm Tree w/ Gold Tails
- 2 - Crackling Flower w/ Crackling Tails
- 2 - Assorted Shells w/ Rising Flowers & Tail
- 30 - Assorted Chrysanthemum & Peony Shells
- 40 - Assorted Special Break Shells
- 2 - Two Break Red & Blue Dahlia w/ White Twinkling Kamuro + Ti. Artillery
- 2 - Two Break Blue Color Sound Bee & Yellow Color Sound Bee
- 2 - Two Break Gold Brocade Waterfall + Silver Brocade Waterfall
- 3 - Two Break Thousand Gold Silk Fish + Crackling Silk Fish
- 3 - Two Break Aqua Magnesium Dahlia + Orange Magnesium Dahlia

115

8 inch Shells

- 1 - Crackling Flower w/ Crackling Tail Shells
- 1 - Weeping Willow Shells
- 1 - Charcoal Chrysanthemum w/ Color Changing Pistil Shells
- 1 - Thousands of Brocade Cascade Shells
- 1 - Diadem Chrysanthemum Changing to Silver
- 1 - Diadem Chrysanthemum w/ Strobing Core
- 1 - Spider w/ Strobe Pistil Shells
- 1 - Red Gamboge to Green to Silver Chrys. w/ Red Pistil
- 1 - Blue to Red Peony to White Strobe w/ Silver to Blue Pistil
- 1 - Orange to Strobe w/ Purple Pistil
- 1 - Thousands of Popping Flowers w/ Strobe Pistil
- 1 - Red Gamboge to Silver Strobe w/ Red to Blue Pistil
- 1 - Gold Wave to Popping Pistil w/ Red to Crackling Flower Pistil
- 1 - Brocade Kamuro w/ Red, White & Blue Palm
- 1 - Color to Bright Gold Twinkling Chrys.
- 1 - Christmas Tree & Silver Strobe Shells
- 1 - Red & Green Crossette (timed) Shells
- 1 - Super Bright Gold Flitter Spider & Red & Blue Shells
- 1 - Thousand Fuchsia w/ Crackling Flower Pistil Shells
- 1 - Gold Flitter w/ Blue Pistil Shells

20

Midlevel Effects & Shell Combinations

- 6 - 150 Shot Happy Stars Barrage Boxes - repeating barrage box creating intense gold bursts overhead. **Total 900 shots**
- 12 - 4 inch Crackling Flower w/ Crackling Tail Shells - wicked for rapid firing and will canopy Happy Stars boxes
- 8 - 1,000 Shot Fan Shaped Brocade Crown Salute Boxes - each box creates "V" pattern with elegant gold tails that break in reports. **Total 8,000 shots**
- 20 - 3 inch Bright Gold Flitter Tiger Tail Shells - wicked for rapid firing and will canopy Brocade Crown Salute boxes
- 8 - 1,000 Shot Whistling Dragon Barrage Boxes - each box emits intense silver screamers from ground level to 150 ft. overhead. **Total 8,000 shots**
- 20 - 3 inch Whistle Cylinder Shells - wicked for rapid firing and will canopy the Whistling Dragon boxes

Ground Display

- 1 - AMERICAN FLAG - 10' x 15' - 150 sq. ft. - Old Glory depicted in brilliant lance fire w/ candle batteries attached to top

Grand Finale

- 350 - 3 inch Color & Glitter Shells - wicked for rapid firing
- 96 - 4 inch Color & Glitter Shells - wicked for rapid firing and will canopy the 3 inch Color & Glitter
- 200 - 3 inch Titanium Report w/ Silver Tail Shells - wicked for rapid firing
- 24 - 5 inch Titanium Artillery Shells - wicked for rapid firing and will canopy the 3 inch Titanium Reports
- 10 - 104 Shot Poisonous Spider Boxes - fires 104 timed color, glitter, and spinning aerial shots 100 ft. overhead. **Total of 1,040 shots**
- 8 - 300 Shot Titanium Salute Boxes - each box fires 300 heavy charged reports. **Total of 2,400 shots**
- 3 - 280 Shot Fan Shaped Three Times Whistle & Titanium Salute Boxes **Total of 840 shots**

Insurance Coverage

\$5 million insurance coverage for public liability and property damage.
Please see attached explanation of insurance coverage and sample certificate.

Operator

Experienced fireworks operators covered under workers compensation insurance - West Bend Mutual. Display to commence at 9:30pm.

Delivery & Equipment

All equipment for firing of the display to be provided by Spielbauer Fireworks Co., Inc. All materials for the display to be delivered on July 4, 2007.

Total Cost \$18,500.00

Meeting with the Neenah-Menasha Fire Rescue to be arranged prior to event.

Location: Jefferson Park, Menasha

Display Date: July 4, 2007

Rain Date: July 7, 2007

~Proposal void after April 15, 2007~



SPIELBAUER FIREWORKS CO., INC.

Wisconsin's Oldest Exhibition Fireworks Company

Office: 220 Roselawn Blvd. • Factory & Warehouses: Bellevue • Green Bay, WI 54301-1304 • Telephone 1-920-336-0446

BID SPECIFICATIONS

Insurance Coverage: Our insurance policy renews April 1, 2007. The cycle for our policy has always been in 1 – year terms with this same effective period (from April 1 of a given year to April 1 of the next). We will renew with the same carrier and, if our bid is accepted, issue the certificate for your display when we receive them.

I have enclosed a certificate from our 4/1/06 – 4/1/07 policy. This will be duplicated for your July 4, 2007 display with the understanding that dates will be corrected.

Employees:	Head Operator:	Allen Cleveland	- 19 years experience - P.G.I. certified operator
	Assistants:	Jessica Cleveland	- 10 years experience - P.G.I. certified operator
		Chad Arndt	- 10 years experience - P.G.I. certified operator
		Stacey Arndt	- 12 years experience - P.G.I. certified operator
		David Springers	- 11 years experience - P.G.I. certified operator
		Jeff Clayton	- 8 years experience - P.G.I. certified operator
		Kurt Konet	- 6 years experience - P.G.I. certified operator
		Jim Willies	- 6 years experience

There is no formal training program required in the State of Wisconsin for fireworks operators. The majority of the people firing this show are P.G.I. (Pyrotechnics Guild International) certified technicians. This training is recognized and accepted in the State of Michigan, Minnesota, and others. They have also attended an annual training seminar put on by Spielbauer Fireworks Co., Inc.

The head operator at the display will be Allen Cleveland. He has held this position at the Menasha 4th of July fireworks display for approximately 5 years. Allen is an excellent employee and, with the help of his assistants, is capable of successfully firing this large display.

Consideration should be given to this group of employees because they are extremely experienced and dedicated to the event. The fireworks crew is vital to the show being fired safely and effectively



SPIELBAUER FIREWORKS CO., INC.

Wisconsin's Oldest Exhibition Fireworks Company

Office: 220 Roselawn Blvd. • Factory & Warehouses: Bellevue • Green Bay, WI 54301-1304 • Telephone 1-920-336-0446

March 13, 2007

City of Menasha
Attn: City Attorney Jeff Brandt
140 Main St.
Menasha, WI 54952

Re: Non-collusion Statement

Dear Attorney Brandt:

Spielbauer Fireworks Co., Inc. will be submitting bids for the City of Menasha July 4, 2007 fireworks display. Included in the bid specifications is the following submission by our company to your office.

Spielbauer Fireworks Co., Inc., its employees, officers, and agents have not received any additional compensation nor have they made any promises to any City of Menasha employee or elected official that they will provide any additional consideration for being awarded this bid, including but not limited to the promise of any other fireworks business in the City of Menasha.

If you should have any questions or concerns, please let us know.

Sincerely,

Cory C. Spielbauer
Pres.

References: Village of Kimberly
Attn: Al Schaefer
515 W. Kimberly Ave.
Kimberly, WI 54136

Ph. (920) 788-7507

Display for Kimberly is usually July 5 of each year. Our head operator at the City of Menasha display, Allen Cleveland, also fires this display for Kimberly.

City of Two Rivers
Two Rivers Recreation Dept.
Attn: Judy Goodchild – Recreation Director
P.O. Box 87
Two Rivers, WI 54241

Ph. (920) 793-5592

Spielbauer Fireworks provides insurance, operators, delivery, and all equipment for firing this July 4 display.

Bonduel Civic Association
Attn: Ken Mueller
P.O. Box 54
Bonduel, WI 54107

Ph. (715) 853-8167

Spielbauer Fireworks provides operators and product for this July 4 display.

ACORDTM CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
3/30/2006

PRODUCER

Allied Specialty Insurance of Texas, Inc.
85 N.E. Loop 410, Suite 600
San Antonio, TX 78216
210-341-1321 • 800-235-8774

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURERS AFFORDING COVERAGE

NAIC #

INSURED SPIELBAUER FIREWORKS, CO., INC.
220 ROSELAWN BLVD.
GREEN BAY, WI 54301

INSURER A: T.H.E. Insurance Company

INSURER B:

INSURER C:

INSURER D:

INSURER E:

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	ADD'L INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS			
A		GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR	M6MT0067	4/1/2006	4/1/2007	EACH OCCURRENCE \$ 1,000,000			
		GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC				DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000			
						MED EXP (Any one person) \$			
						PERSONAL & ADV INJURY \$ 1,000,000			
						GENERAL AGGREGATE \$ 2,000,000			
						PRODUCTS - COMP/OP AGG \$ 1,000,000			
		AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS	M6XT0068	4/1/2006	4/1/2007	COMBINED SINGLE LIMIT (Ea accident) \$			
		BODILY INJURY (Per person) \$							
		BODILY INJURY (Per accident) \$							
		PROPERTY DAMAGE (Per accident) \$							
		GARAGE LIABILITY <input type="checkbox"/> ANY AUTO	M6XT0069	4/1/2006	4/1/2007	AUTO ONLY - EA ACCIDENT \$			
						OTHER THAN AUTO ONLY: EA ACC \$			
						AGG \$			
A		EXCESS/UMBRELLA LIABILITY <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE				M6XT0068	4/1/2006	4/1/2007	EACH OCCURRENCE \$ 1,000,000
		DEDUCTIBLE \$							AGGREGATE \$ 1,000,000
		RETENTION \$							\$
									\$
		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below	M6XT0069	4/1/2006	4/1/2007	WC STATU-TORY LIMITS OTH-ER \$			
		E.L. EACH ACCIDENT \$							
		E.L. DISEASE - EA EMPLOYEE \$							
		E.L. DISEASE - POLICY LIMIT \$							
A		OTHER EXCESS LIABILITY EXCESS EXCL. PROD.	M6XT0069	4/1/2006	4/1/2007	EACH OCCURRENCE \$3,000,000			
						AGGREGATE \$3,000,000			

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

DISPLAY DATE:
LOCATION:
ADDITIONAL INSURED:

AS RESPECTS COMMERCIAL GENERAL LIABILITY INSURANCE PERTAINING TO THE OPERATIONS OF THE NAMED INSURED ONLY.

CERTIFICATE HOLDER

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 10 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

Richard D'Aprile



MEMORANDUM

To: Administration Committee/Common Council

From: Greg Keil, CDD

Date: March 12, 2007

RE: Telephone Pole Relocation at 81/87 Racine Street

Alderman Taylor has requested that I pursue the removal of the telephone pole located on the property line between 81 and 87 Racine Street. The cost for the removal of the pole per the attached invoice is \$1,455.33. Upon approval by the Common Council I will arrange to have the pole removed. The cost for the pole removal will be assigned to TID #8.

**at&t****Custom Work Order Center**

220 Wisconsin Avenue, Floor #2
Waukesha, WI 53186
Phone (888) 901-2779
FAX #: (888) 901-2821

FAX Cover Sheet

DATE: 3/9/07 3:26 PM

TO: Greg Keil

PHONE: 920.967.5103

FAX: 920.967.5272

FROM: Maria L. West
AT&T - Manager
Custom Work Order Center

PHONE: 888.618.6566

FAX: 888.901.2821

RE: Special Construction Service Charge **CR#105050**

Number of pages INCLUDING cover sheet: (3)

Message:

Included is the Invoice and Authority for Work (4408A) for the Special Construction work of **\$ 1,455.33**.

Upon your review, please Overnight your payment with a hard copy of the included invoice & signature page.

PLEASE NOTE, ONCE PRE-PAYMENT IS RECEIVED AND CONTRACT IS SIGNED, TURNAROUND TIME IS (6 TO 8) WEEKS FOR SCHEDULING AND COMPLETING THE REQUESTED WORK.

SEND PAYMENT TO:

AT&T Custom Work Order Center

Attention: Maria L. West
220 Wisconsin Avenue Flr. 2
Waukesha, WI 53186

AT&T MUST HAVE BOTH PAYMENT AND SIGNED CONTRACT BEFORE ANY WORK WILL BE DONE.

*Thank you,
Maria L. West*

AT&T WISCONSIN



at&t

**Estimate of Cost and Authority for Work
Special Construction Charge and Invoice**

AM4408A
(11-95)

Customer Request Number : 105050
Project Number : 6252568

Date : 03/09/2007
Customer ID : 27182

Billing Information

Billing Party's Name : CITY OF MENASHA

Phone : (920) 751-5160

Billing Address : 140 MAIN STREET

MENASHA, WI 549520000

Contact Name : GREG KEIL

Phone : (920) 967-5103

Work Description & Engineering Remarks : RELOCATE AERIAL FACILITIES BETWEEN 81 & 87 RACINE STREET, MENASHA
WORK ORDER CONSISTS OF ALL ASSOCIATED LABOR, MATERIAL, SPLICING, (1) INSPECTOR, (100PR)
TRIM OUT PAIRS, (1) TRANSFER/CREATE DEAD END, (1) REMOVE POLE, (1) REMOVE ANCHOR ROD, (1)
REMOVE DOWN GUY, (92') REMOVE CABLE & STRAND.

INVOICE

Expenses	Amount
Engineering Labor	\$ 314.51
Material Cost	\$ 44.35
Construction Labor	\$ 517.00
Contractor Cost	\$ 579.47
Misc. Tax	\$0.00
Total Estimated Costs	\$ 1,455.33

SEND PAYMENT TO:
AT&T
Custom Work Order Center
220 Wisconsin Ave., 2nd Floor
Waukesha, WI 53186

OSPE Representative: MARIA WEST

Title: AT&T MANAGER

Phone #: 262-970-8406



MEMO

To: Administration Committee

From: Debbie Galeazzi, City Clerk *clg*

Subject: Petition of Bob & Barbara Bisby

Date: March 15, 2007

Bob and Barbara Bisby have petitioned the Council to permit them to license and house more than the four cats allowed by City Code Section 7-1-6(e). The petition submitted by the Bisbys has the required number of signatures as per the code.

The Clerk, City Attorney, and Community Development Director have checked the petition. It is in compliance with Section 7-1-6(e).

RECEIVED
Jan 29, 2009

I AM A NEIGHBOR OF BOB AND BARBARA BISBY. I AM AWARE THAT THEY HAVE BRED HIMALAYAN CATS FOR THE PAST 18 YEARS AND HAVE NO PROBLEM WITH THEM CONTINUING IN THEIR BREEDING PROGRAM.

dg
MENASHA

I AM AWARE THAT EIGHT CATS RESIDE AT 613 11TH STREET, MENASHA, WISCONSIN, NAMELY: WILL SCARLET, RED-POINT NEUTERED MALE, 13 YEARS; FIGGIE, A BLUE-POINT FEMALE, AGE 3 YEARS; BUTTONS, A BLUE POINT MALE, AGE 6 YEARS; BANDIT, A SEAL-POINT MALE, 10 YEARS; CALYPSO, A RED-POINT SPAYED FEMALE, 9 YEARS; CLEO, SEAL-TORTIE-LYNX POINT FEMALE, 6 MONTHS; FROSTY, A BLUE-POINT FEMALE, 5 YEARS; AND TOOTSIE POP, A SEAL-TORTIE-LYNX POINT FEMALE, AGE 2 YEARS.

* deceased 1-13-07

SIGNED	ADDRESS	DATE
Russ Wilson	609 11 th St	1-14-07
Rachel Weiland	609 11 th St	1-14-07
L Colores Gries	617-11 th St	1-14-07
Paul L. Gries	617 11 th St	1-14-07
Kenneth Nieland	621 11 th St	1-14-07
Judith A. Nieland	621 11 th St	1-14-07
Dolores M. Andersen	608 16 th St	1-27-07
Erin Becker	604 17 th St	1-27-07
Lyle Peterson	513 21 st St	1-27-07
Tracey Bahr	612 Tenth St	1/28/07

I AM A NEIGHBOR OF BOB AND BARBARA BISBY. I AM AWARE THAT THEY HAVE BRED HIMALAYAN CATS FOR THE PAST 18 YEARS AND HAVE NO PROBLEM WITH THEM CONTINUING IN THEIR BREEDING PROGRAM.

I AM AWARE THAT EIGHT CATS RESIDE AT 613 11TH STREET, MENASHA, WISCONSIN, NAMELY: ~~WILL SCARLET, RED-POINT NEUTERED MALE, 13 YEARS;~~ *dead.* FIGGIE, A BLUE-POINT FEMALE, AGE 3 YEARS; BUTTONS, A BLUE-POINT MALE, AGE 6 YEARS; BANDIT, A SEAL-POINT MALE, 10 YEARS; CALYPSO, A RED-POINT SPAYED FEMALE, 9 YEARS; CLEO, SEAL-TORTIE-LYNX POINT FEMALE, 6 MONTHS; FROSTY, A BLUE-POINT FEMALE, 5 YEARS; AND TOOTSIE POP, A SEAL-TORTIE-LYNX POINT FEMALE, AGE 2 YEARS.

SIGNED	ADDRESS	DATE
<i>John F. Batten</i>	<i>619 11th</i>	<i>3-12-07</i>
<i>John F. Batten</i>	<i>613 10th</i>	<i>3/12/07</i>
<i>Karla Langford</i>	<i>619 10th St</i>	<i>3/12/07</i>
<i>Neil Cartwright</i>	<i>628 11th</i>	<i>3/12/07</i>

RECEIVED
MAR 14, 07

CITY OF MENASHA

CITY OF MENASHA DISBURSEMENTS

Accounts Payable for 3/08/07-3/15/07	\$ 504,210.11
Checks # 11630 - 11802	

Payroll Checks for 3/08/07-3/15/07	<u>141,796.50</u>
Checks # 31039 - 31285	

Total	\$ 646,006.61
-------	---------------

**Gaps in the sequence of accounts payable check numbers may be caused by: voiding checks at the start of a new check run to set up printing of the checks correctly, having a large number of invoices on a particular vendor which causes the payment to be printed on more than one accounts payable check , incorrect alphabetizing of a vendor causing the accounts payable check to appear out of sequence or software/printer problems which result in accounts payable checks being printed incorrectly and needing to be discarded.

Date: Thursday, March 08, 2007
Time: 12:22PM
User: JSASSMAN

CITY OF MENASHA
Check Register - w/Alternate Description

Page: 1 of 14
Report: 03630Alt.rpt
Company: 31100

Vendor ID / Name	Invoice Nbr	CpnyID	Acct	Subaccount	Amount	Invoice Description
01053 ACCENT BUSINESS SOLUTIONS INC	200939	31100	53	09-212-241	791.13	COPIER MAINTENANCE
Check Date	3/8/2007	Check Nbr	011630		Check Total:	791.13
01054 ACCENT FLORAL & GIFTS LLC	7396	31100	55	04-221-316	35.00	SYMPHY PLANT/ D CALDER
Check Date	3/8/2007	Check Nbr	011631		Check Total:	35.00
01315 AIRGAS NORTH CENTRAL	105326228	31731	54	10-149-300	99.86	ACETYLENE CYLINDERS
Check Date	3/8/2007	Check Nbr	011632		Check Total:	99.86
01465 ALL-SPORT TROPHY	37474	31100	55	07-201-300	18.00	PLATES FLAMINGO OPEN
Check Date	3/8/2007	Check Nbr	011633		Check Total:	18.00
01630 AMERICAN RED CROSS OF NEENAH-	1504	31100	12	04-399-000	150.00	FIRST AID/CPR/AED MANUALS
Check Date	3/8/2007	Check Nbr	011634		Check Total:	150.00
01745 APPLETON HYDRAULIC COMPONENTS	14066	31731	54	10-149-383	522.13	INSPECT HYDRAULIC CYLINDERS
	14067	31731	54	10-149-383	522.13	INSPECT HYDRAULIC CYLINDERS
Check Date	3/8/2007	Check Nbr	011635		Check Total:	1,044.26
01854 ASSOCIATED BAG COMPANY	Y114460	31100	53	09-102-300	20.49	1000 POLY BAGS
Check Date	3/8/2007	Check Nbr	011636		Check Total:	20.49
02040 BADGER HIGHWAYS CO INC	134377	31482	54	10-124-821	130.38	FOB MENASHA CR RUN
Check Date	3/8/2007	Check Nbr	011637		Check Total:	130.38
02196 BARCO PRODUCTS COMPANY	120601915	31100	12	04-399-000	3,975.00	LRG MESSAGE CTR
Check Date	3/8/2007	Check Nbr	011638		Check Total:	3,975.00

Date: Thursday, March 08, 2007
Time: 12:22PM
User: JSASSMAN

CITY OF MENASHA
Check Register - w/Alternate Description

Page: 2 of 14
Report: 03630Alt.rpt
Company: 31100

Vendor ID / Name	Invoice Nbr	CpnyID	Acct	Subaccount	Amount	Invoice Description
02410 BERGSTROM NEENAH-MENASHA FORD	94025	31731	54	10-149-383	30.97	SPEAKER
	Check Date	3/8/2007	Check Nbr	011639	Check Total:	30.97
02605 BOELTER COMPANIES	92075759	31100	53	09-212-300	164.69	CUPS/KNIVES/FORKS/SPOONS/NAPKN
	Check Date	3/8/2007	Check Nbr	011640	Check Total:	164.69
02730 BRAZEE ACE HARDWARE	55239	31100	55	07-202-315	13.47	DRILL BITS
	55251	31827	53	09-212-300	28.78	DOOR PRIZES
	55370	31100	53	09-102-313	6.99	FLOOR CLEANER
	55242	31100	51	10-115-313	8.48	VAC BAGS
	55242	31100	55	07-202-313	5.99	POWER STRIP
	Check Date	3/8/2007	Check Nbr	011641	Check Total:	63.71
02796 BUBRICK'S	11495	31100	52	08-101-310	246.17	OFFICE SUPPLIES
	Check Date	3/8/2007	Check Nbr	011642	Check Total:	246.17
03060 CALUMET COUNTY REGISTER OF DEE	1794	31100	56	03-202-219	75.00	MISC COPIES
	Check Date	3/8/2007	Check Nbr	011643	Check Total:	75.00
03145 CAREW CONCRETE & SUPPLY CO INC	711320	31100	54	10-134-300	258.00	5TH/SHEBOYGAN STORM LINE REPAI
	711442	31100	54	10-134-300	334.00	6 BAGS SLURRY
	Check Date	3/8/2007	Check Nbr	011644	Check Total:	592.00
03225 CB SUPPLY COMPANY INC	0130515-IN	31731	54	10-149-383	59.16	PILLOW BLOCK
	0130668-CM	31731	54	10-149-383	-48.40	BANDED V-BELT
	Check Date	3/8/2007	Check Nbr	011645	Check Total:	10.76
03585 COMMUNITY HOUSING COORDINATOR	81	31100	56	03-202-216	1,600.00	COMPREHENSIVE HOUSING PLAN
	80	31278	53	09-116-216	2,725.74	LRP PROGRAM
	Check Date	3/8/2007	Check Nbr	011646	Check Total:	4,325.74

Date: Thursday, March 08, 2007
Time: 12:22PM
User: JSASSMAN

CITY OF MENASHA
Check Register - w/Alternate Description

Page: 3 of 14
Report: 03630Alt.rpt
Company: 31100

Vendor ID / Name	Invoice Nbr	CpnyID	Acct	Subaccount	Amount	Invoice Description
04125 DAVIES WATER #1476	A009957	31100	54	10-134-300	311.08	PVC SWR SS STRP/SWR PIPE
	0000433	31100	54	10-134-300	96.03	5TH/SHEBOYGAN STORM LINE REPAI
	0000518	31100	54	10-134-300	104.52	TAYCO/7TH STORM LINE REPAIR
	Check Date	3/8/2007	Check Nbr	011647	Check Total:	511.63
04450 DWD-UI	34162	31100	51	10-115-162	120.26	DPW
	34162	31100	55	06-101-162	288.00	LIBRARY
	34162	31100	55	10-215-162	6,003.44	BRIDGE
	Check Date	3/8/2007	Check Nbr	011648	Check Total:	6,411.70
05235 ENVIRONMENTAL SYSTEMS	91500184	31100	51	04-109-243	2,600.00	MAINTENANCE FOR ARCVIEW
	Check Date	3/8/2007	Check Nbr	011649	Check Total:	2,600.00
06115 FERRELLGAS	1014493390	31731	54	10-149-300	40.57	LIQUEFIED PETROLEUM GAS
	1014509772	31266	54	10-307-300	59.23	LIQUEFIED PETROLEUM GAS
	Check Date	3/8/2007	Check Nbr	011650	Check Total:	99.80
06625 FOX VALLEY TRUCK	474329	31731	54	10-149-383	36.32	PART W/S FS/DR
	Check Date	3/8/2007	Check Nbr	011651	Check Total:	36.32
07010 G&K SERVICES INC	1011524199	31731	54	10-149-201	195.55	CLOTHING/MOP/MAT/TOWEL SERVICE
	1011527612	31731	54	10-149-201	204.39	GARMENT/MAT/MOP/TOWEL SERVICE
	1011531024	31731	54	10-149-201	204.39	MAT/MOP/GARMENT PROTECTIO
	1011534428	31731	54	10-149-201	204.39	MAT/MOP/CLOTHING SERVICE
	Check Date	3/8/2007	Check Nbr	011652	Check Total:	808.72
07360 GRAND CHUTE POLICE DEPARTMENT	2007004	31100	52	08-101-250	660.00	CASE #07-265
	Check Date	3/8/2007	Check Nbr	011653	Check Total:	660.00

Date: Thursday, March 08, 2007
Time: 12:22PM
User: JSASSMAN

CITY OF MENASHA
Check Register - w/Alternate Description

Page: 4 of 14
Report: 03630Alt.rpt
Company: 31100

Vendor ID / Name	Invoice Nbr	CpnyID	Acct	Subaccount	Amount	Invoice Description
07455 GREAT LAKES UNDERGROUND EQUIP	13829	31731	54	10-149-383	35.32	O-RING/BOOM STUFFING BOX
	Check Date	3/8/2007	Check Nbr	011654	Check Total:	35.32
07580 GUNDERSON UNIFORM & LINEN RENT	1190018	31100	51	10-115-201	25.74	MAT/MOP SERVICE
	1190018	31100	53	09-212-313	3.19	MAT/MOP SERVICE
	1190018	31100	55	07-202-313	3.19	MAT/MOP SERVICE
	1190017	31100	52	08-101-313	29.27	TOWEL/MAT
	Check Date	3/8/2007	Check Nbr	011655	Check Total:	61.39
07585 GUNTA & REAK SC	4078	31733	51	02-116-216	172.75	PROFESSIONAL SERVICES
	Check Date	3/8/2007	Check Nbr	011656	Check Total:	172.75
08244 BILL HECKRODT	030607	31100	21	04-294-000	305.00	REFUND
	Check Date	3/8/2007	Check Nbr	011657	Check Total:	305.00
09105 INDEPENDENT INSPECTIONS LTD	15988	31100	52	03-301-216	3,691.58	FEB PERMITS
	Check Date	3/8/2007	Check Nbr	011658	Check Total:	3,691.58
09290 INTERSTATE BATTERY OF GREEN BA	156301	31731	54	10-149-383	61.95	STOCK
	Check Date	3/8/2007	Check Nbr	011659	Check Total:	61.95
10225 JOE'S POWER CENTER	54614	31100	55	07-202-315	797.60	CHAINSAW/TRIMMER/BLOWER
	Check Date	3/8/2007	Check Nbr	011660	Check Total:	797.60
10320 JEFF JORGENSON	022607	31100	52	08-101-320	141.00	ROTARY DUES
	Check Date	3/8/2007	Check Nbr	011661	Check Total:	141.00
10335 JX ENTERPRISES INC	D270450072	31731	54	10-149-383	57.13	VALVE-RELAY
	Check Date	3/8/2007	Check Nbr	011662	Check Total:	57.13

Date: Thursday, March 08, 2007
Time: 12:22PM
User: JSASSMAN

CITY OF MENASHA
Check Register - w/Alternate Description

Page: 5 of 14
Report: 03630Alt.rpt
Company: 31100

Vendor ID / Name	Invoice Nbr	CpnyID	Acct	Subaccount	Amount	Invoice Description
11038 KARYL PROPERTIES LLC	030507	31733	51	02-116-730	2,000.00	CLAIM AGAINST CITY 7-11-4
Check Date	3/8/2007	Check Nbr	011663	Check Total:	2,000.00	

Date: Thursday, March 08, 2007
Time: 12:22PM
User: JSASSMAN

CITY OF MENASHA
Check Register - w/Alternate Description

Page: 6 of 14
Report: 03630Alt.rpt
Company: 31100

Vendor ID / Name	Invoice Nbr	CpnyID	Acct	Subaccount	Amount	Invoice Description
11155 KITZ & PFEIL INC	0122140049	31100	55	07-202-240	6.43	HEX BOLT
	0122140065	31100	51	10-115-313	2.84	BLEACH
	0122140065	31100	51	10-115-315	17.99	STRAP WRENCH
	0123140016	31100	55	07-202-313	3.14	TOWEL HOLDER
	0123140016	31100	55	07-202-315	17.99	RECIPRO BLADE
	0123140077	31100	52	08-101-240	1.88	ZINC WINDOW BOLT
	0123140122	31731	54	10-149-300	7.19	VINYL PROTECTANT
	0124140003	31100	55	07-202-240	3.32	IND/MILTON COUPLER
	0125140031	31100	54	10-124-300	59.39	MAILBOX/NEWSPAPER HOLDER
	0125140035	31100	55	07-202-240	12.56	GLS BLK ENAMEL
	0126090008	31100	55	07-202-300	4.86	MISC HARDWARE
	012614003	31100	55	07-202-315	13.19	SCREW BIT/INSERT BIT
	0126140018	31100	51	04-109-310	7.96	BATTERY
	0126140117	31100	55	07-202-240	10.07	PWR BIT
	0130200071	31100	55	07-202-315	12.59	FACE SHIELD
	0130140029	31731	54	10-149-300	47.75	RUBBER AIR HOSE/GALV TEE
	0130140064	31100	55	07-202-315	12.59	FACE SHIELD
	0131140009	31100	51	10-115-240	11.47	HARDWARE/IS OFFICE
	0131140059	31100	55	07-202-240	7.72	VINYL FLAPPER
	0131140089	31100	55	07-202-240	-3.86	CREDIT VINYL FLAPPER
	0201140023	31100	55	07-202-315	5.92	COUNTSINKINSERT BIT
	0201140082	31100	55	07-202-240	38.69	SMARTTEMP PROTHERMOSTAT/HART
	0202090005	31100	53	09-102-313	8.62	BATTERY
	0202140033	31100	55	07-202-240	19.14	PUTTY/RESIN/CLOTH
	0202140060	31100	55	07-202-240	4.71	CAULK/ACID SWAB BRUSH
	0202140115	31100	55	07-202-300	3.41	TUBE SHOE GOO
	0205140007	31100	51	10-115-300	2.24	PVC PIPE CEMENT
	0205140040	31100	53	09-212-240	14.64	AERATOR FAUC ADAPTER/FITTING
	0205140065	31100	53	09-212-240	3.09	HEAT PROOF GREASE
	0205140106	31100	55	07-202-240	7.58	ANTIFREEZE
	020614007	31100	51	10-115-240	2.96	DWV MPT PLUG
	0207140031	31100	55	07-202-240	3.60	SCRW HK CEILING TYPE ZINC
	0207140135	31100	55	07-202-240	18.85	GLS BLK ENAMEL

Date: Thursday, March 08, 2007
Time: 12:22PM
User: JSASSMAN

CITY OF MENASHA
Check Register - w/Alternate Description

Page: 7 of 14
Report: 03630Alt.rpt
Company: 31100

Vendor ID / Name	Invoice Nbr	CpnyID	Acct	Subaccount	Amount	Invoice Description
	0208140004	31100	54	10-131-300	15.91	WASHER/LOCK NUT
	0209140009	31100	55	07-202-240	2.50	1/2 NYLON MPT PLUG
	0212140043	31100	51	10-115-300	5.39	MAS BIT
	0213140002	31100	54	10-131-300	23.01	FLT WASHER/LOCK NUT/HEX BOLT
	0213140038	31100	55	07-202-315	21.13	COBDRILBIT
	0214140018	31100	51	10-115-313	7.16	ENAMEL/BATTERY
	0214140019	31100	55	07-202-240	5.36	WHT CHIP BRUSH
	0214140024	31731	54	10-149-300	29.60	HAND & POWER TOOLS/SHIPPING
	0214140029	31100	54	10-131-300	17.98	TVS GAL LACQUER THINNER/REMOVR
	0215140040	31100	55	07-202-244	29.79	SEALER FOR PARK BENCHES
	0215140051	31100	55	07-203-243	4.41	HARDWARE FOR MOTER @ POOL
	0215140094	31100	55	07-202-244	-1.80	CREDIT/STAIN FOR PARK BENCHES
	0215140096	31100	54	10-131-300	14.37	SCRAPER/CLEANER
	0215140120	31731	54	10-149-300	16.70	MOUNTING TAPE/ENAM PAINT
	0216030002	31731	54	10-149-383	29.30	AIR/PRE FILTER
	0216140013	31100	54	10-131-300	33.28	CLEANER/ADHESIVE REMOVER
	0219090006	31100	51	10-115-240	67.55	PAINT SUPPLIES
	0219090028	31100	52	08-101-300	13.81	STAPLES
	0219140004	31100	51	10-115-240	12.99	DRYWALL PRIMER/IS OFFICE
	0219140021	31100	51	10-115-300	25.18	ANCHOR/DEADBOLT
	0219140109	31100	55	07-202-240	37.77	SAW BLADES/ZIPLOC BAG
	0220140050	31100	55	07-202-300	37.76	WASHER/DRILBIT
	0220140077	31266	54	10-308-300	2.51	CLAMP CONNECTOR
	0220140092	31100	51	10-115-300	5.99	KEY TAG/KEY
Check Date 3/8/2007 Check Nbr 011668 Check Total:					848.17	
11175 LORETTA KJEMHUS	030107	31100	53	09-102-331	32.25	JAN/FEB MILEAGE
Check Date 3/8/2007 Check Nbr 011669 Check Total:					32.25	

Date: Thursday, March 08, 2007
Time: 12:22PM
User: JSASSMAN

CITY OF MENASHA
Check Register - w/Alternate Description

Page: 8 of 14
Report: 03630Alt.rpt
Company: 31100

Vendor ID / Name	Invoice Nbr	CpnyID	Acct	Subaccount	Amount	Invoice Description
11365 KUNDINGER FLUID POWER INC	P-34621-0	31731	54	10-149-383	164.85	POLYGUARD
	P-35037-0	31731	54	10-149-383	530.51	HYDRAULIC FITTINGS
	P-35141-0	31731	54	10-149-383	115.39	HYDRAULIC FITTINGS
	Check Date	3/8/2007	Check Nbr	011670	Check Total:	810.75
12035 CHERYL LAABS	030707	31100	53	09-102-331	32.25	MILEAGE JAN & FEB 2007
	Check Date	3/8/2007	Check Nbr	011671	Check Total:	32.25
12180 LARK UNIFORM INC	43891	31100	52	08-101-193	108.90	BLACK TACTICAL LEGGINGS
	Check Date	3/8/2007	Check Nbr	011672	Check Total:	108.90
12250 LAWSON PRODUCTS INC	5309046	31731	54	10-149-300	440.07	STOCK SUPPLIES
	Check Date	3/8/2007	Check Nbr	011673	Check Total:	440.07
12450 LINCOLN CONTRACTORS SUPPLY INC	10343400	31100	55	07-202-315	345.75	GAS/DIESEL CANS
	Check Date	3/8/2007	Check Nbr	011674	Check Total:	345.75
13043 MANAWA TELEPHONE CO	030107	31100	51	04-109-221	39.95	CABIN INTERNET
	Check Date	3/8/2007	Check Nbr	011675	Check Total:	39.95
13095 MARSHALL & ILSLEY TRUST CO		31100	21	04-415-000	157.38	FLEX SPEND MEDICAL
		31100	21	04-417-000	96.15	DEPENDENT CARE
	Check Date	3/8/2007	Check Nbr	011676	Check Total:	253.53
13345 MENARDS-APPLETON EAST	32583	31100	54	10-131-300	8.23	HEXBOLT
	Check Date	3/8/2007	Check Nbr	011677	Check Total:	8.23

Date: Thursday, March 08, 2007
Time: 12:22PM
User: JSASSMAN

CITY OF MENASHA
Check Register - w/Alternate Description

Page: 9 of 14
Report: 03630Alt.rpt
Company: 31100

Vendor ID / Name	Invoice Nbr	CpnyID	Acct	Subaccount	Amount	Invoice Description
13360 MENASHA ELECTRIC & WATER UTILI	002644	31201	54	10-302-250	10,058.13	SEWER YEAR END ADJUSTMENT
	002644	31201	54	10-302-250	13,569.89	JANUARY SEWER CHARGES
		31100	12	04-399-000	6.12	
		31100	54	10-131-223	185.16	
		31201	54	10-301-223	45.55	
		31100	55	07-202-223	465.06	
		31100	55	07-202-223	12.64	
		31100	55	07-202-225	55.43	
Check Date	3/8/2007	Check Nbr	011678	Check Total:	24,397.98	
13370 MENASHA EMPLOYEES CREDIT UNION		31100	21	04-299-020	1,785.00	CREDIT UNION DEDUCTIONS
	Check Date	3/8/2007	Check Nbr	011679	Check Total:	1,785.00
13375 MENASHA EMPLOYEES LOCAL 1035		31100	21	04-299-031	200.00	UNION DUES
	Check Date	3/8/2007	Check Nbr	011680	Check Total:	200.00
13435 MENASHA POSTMASTER	022607	31100	53	09-212-311	55.00	APRIL NEWSLETTER
	Check Date	3/8/2007	Check Nbr	011681	Check Total:	55.00
	030507	31266	54	10-307-311	1,446.16	HORIZON NEWSLETTER
	Check Date	3/8/2007	Check Nbr	011682	Check Total:	1,446.16
13625 MILLER & ASSOCIATES	18182	31100	55	07-203-315	861.00	4 CHAISE LOUNGES
	Check Date	3/8/2007	Check Nbr	011683	Check Total:	861.00
13685 MINNESOTA MUTUAL LIFE INSURANC	030707	31100	21	04-618-000	2,197.91	APRIL 2007
	Check Date	3/8/2007	Check Nbr	011684	Check Total:	2,197.91
13870 PEGGY MURPHY	020107	31100	53	09-102-331	12.03	MILEAGE FEB 2007
	020107	31100	53	09-114-331	29.10	MILEAGE FEB 2007
	Check Date	3/8/2007	Check Nbr	011685	Check Total:	41.13

Date: Thursday, March 08, 2007
Time: 12:22PM
User: JSASSMAN

CITY OF MENASHA
Check Register - w/Alternate Description

Page: 10 of 14
Report: 03630Alt.rpt
Company: 31100

Vendor ID / Name	Invoice Nbr	CpnyID	Acct	Subaccount	Amount	Invoice Description
14010 N&M AUTO SUPPLY	158556	31731	54	10-149-383	20.72	SPARK PLUG
	160093	31731	54	10-149-383	7.18	BULB/STOCK
	159294	31731	54	10-149-300	91.49	SHOP TOOLS
	159335	31731	54	10-149-383	6.85	OIL FIL/STOCK
	160092	31731	54	10-149-383	85.18	FUEL FILTER/SPARK PLUGS/STOCK
	160566	31731	54	10-149-383	3.58	SPARK PLUG
	160646	31731	54	10-149-383	8.32	OIL FILTER
Check Date	3/8/2007	Check Nbr	011686	Check Total:	223.32	
14205 CITY OF NEENAH TREASURER	030273	31100	51	02-113-250	2,300.00	ADMIN FEE/BUILDING USE MUNI CT
	Check Date	3/8/2007	Check Nbr	011687	Check Total:	2,300.00
14220 NEENAH-MENASHA SEWERAGE COMM	2007-037	31201	54	10-302-250	17,248.69	MARCH INTEREST BOND ISSUES
	2007-031	31201	54	10-302-250	63,077.13	MARCH WASTEWATER TREATMENT
	2007-029	31201	54	10-301-211	4,064.00	LEGAL REIMB/FOX RIVER CLEANUP
Check Date	3/8/2007	Check Nbr	011688	Check Total:	84,389.82	
14265 SUSAN NETT	030707	31100	53	09-102-331	14.89	JAN/FEB 2007 MILEAGE
	030707	31100	53	09-118-338	16.60	MEALS
Check Date	3/8/2007	Check Nbr	011689	Check Total:	31.49	
14385 NOFFKE LUMBER INC	070120801822	31100	55	07-202-243	9.21	REPAIR AIR NAILER
	070220801923	31207	55	07-205-240	27.00	REPAIR LEAK IN HARBOR HOUSE
	070220801940	31207	55	07-205-240	84.52	FIX LEAK IN MARINA HARBOR HOUS
	070220802107	31100	55	07-202-300	105.04	REPAIR BOAT LAUNCH
	070220802111	31100	55	07-202-300	9.22	MANITOWOC/PARIS BOAT LAUNCH
	070220802166	31100	55	07-202-300	71.55	MANITOWOC/PARIS BOAT LAUNCH
	070220802243	31100	55	07-202-300	4.18	REPAIR FENCE AT CLOVIS
	070220801840	31100	55	07-202-300	13.37	REPAIR FENCE @ CLOVIS
Check Date	3/8/2007	Check Nbr	011690	Check Total:	324.09	

Date: Thursday, March 08, 2007
Time: 12:22PM
User: JSASSMAN

CITY OF MENASHA
Check Register - w/Alternate Description

Page: 11 of 14
Report: 03630Alt.rpt
Company: 31100

Vendor ID / Name	Invoice Nbr	CpnyID	Acct	Subaccount	Amount	Invoice Description
14395 NORTH AMERICAN SALT CO	70020876	31100	54	10-124-300	3,870.47	BULK HIGHWAY COARSE W/YPS
	Check Date	3/8/2007	Check Nbr	011691	Check Total:	3,870.47
15080 OFFICEMAX CONTRACT INC	658275	31100	21	04-289-000	21.95	SR COMPUTER PAPER
	658275	31100	53	09-212-300	55.62	OFFICE SUPPLIES
	658275	31827	53	09-212-300	55.96	POST BOARD
	Check Date	3/8/2007	Check Nbr	011692	Check Total:	133.53
16025 PACKER CITY INTERNATIONAL	3270380061	31731	54	10-149-383	9.66	
	3270380064	31731	54	10-149-383	13.00	AIR FILT
	3270380062	31731	54	10-149-383	9.34	AIR FILT
	3270380063	31731	54	10-149-383	23.63	AIR FILTS
	3270430032	31731	54	10-149-383	26.10	HYDRAULI
	3270400095	31731	54	10-149-383	14.37	FUELFILT/LUBEFILT/AIRFILT/BLAD
	Check Date	3/8/2007	Check Nbr	011693	Check Total:	96.10
16465 POSTAL ANNEX	109091	31100	55	07-202-311	35.84	PACKAGE POSTAGE
	109337	31100	52	08-101-311	13.65	PACKAGE POSTAGE
	109511	31100	52	08-101-311	8.30	PACKAGE POSTAGE
	109554	31100	52	08-101-311	8.30	PACKAGE POSTAGE
	Check Date	3/8/2007	Check Nbr	011694	Check Total:	66.09
16815 PSS-CHICAGO	35860724	31100	53	09-102-300	20.49	SPONGE GAUZE
	35860724	31100	53	09-104-300	199.31	BLOOD TEST MAILER
	Check Date	3/8/2007	Check Nbr	011695	Check Total:	219.80
18160 REDI-WELDING CO	13470	31731	54	10-149-300	153.36	ROUND/METAL SHIMS
	Check Date	3/8/2007	Check Nbr	011696	Check Total:	153.36

Date: Thursday, March 08, 2007
Time: 12:22PM
User: JSASSMAN

CITY OF MENASHA
Check Register - w/Alternate Description

Page: 12 of 14
Report: 03630Alt.rpt
Company: 31100

Vendor ID / Name	Invoice Nbr	CpnyID	Acct	Subaccount	Amount	Invoice Description
18200 REINDERS INC	1144927-00	31100	55	07-202-337	120.00	TURF CONFERENCE REGISTRATION
	833573-00	31100	55	07-202-315	23.08	REPAIR PARTS
Check Date	3/8/2007	Check Nbr	011697	Check Total:	143.08	
18520 RW MANAGEMENT GROUP INC	207235	31201	54	10-301-211	4,500.00	2007 FIRST QTR SAFETY COOR
	Check Date	3/8/2007	Check Nbr	011698	Check Total:	4,500.00
19327 SERVICEMASTER BUILDING MTNCE	115126	31100	52	08-101-201	1,395.00	MARCH JANITORIAL SERVICE
	Check Date	3/8/2007	Check Nbr	011699	Check Total:	1,395.00
19380 SHOPKO STORES INC	51173	31827	53	09-212-300	24.99	MAYORS SPAGHETTI DINNER
	Check Date	3/8/2007	Check Nbr	011700	Check Total:	24.99
19438 RICHARD SOKEL		31100	52	08-103-300	23.88	EQUIPMENT MAINTENANCE
	Check Date	3/8/2007	Check Nbr	011701	Check Total:	23.88
19725 STREICHERS PROF POLICE EQUIPME	1416536	31100	52	08-101-315	157.89	PISTOL POUCH/GOGGLES
	Check Date	3/8/2007	Check Nbr	011702	Check Total:	157.89
20045 BARB TAYLOR	022807	31100	53	09-212-331	39.29	JANUARY 2007 MILEAGE
	Check Date	3/8/2007	Check Nbr	011703	Check Total:	39.29
20075 TEL/COM	10061424	31100	51	04-109-221	7.95	INFORMATION
	10061424	31100	51	10-115-221	7.95	CITY HALL
	10061424	31100	55	06-101-221	7.95	LIBRARY
	10061424	31100	55	07-202-221	55.65	PARKS
	10060795	31262	52	08-101-221	259.58	FEB BILLING/VCR GRANT
	10061337	31262	52	08-101-221	262.94	MARCH BILLING/VCR GRANT
	Check Date	3/8/2007	Check Nbr	011704	Check Total:	602.02

Date: Thursday, March 08, 2007
Time: 12:22PM
User: JSASSMAN

CITY OF MENASHA
Check Register - w/Alternate Description

Page: 13 of 14
Report: 03630Alt.rpt
Company: 31100

Vendor ID / Name	Invoice Nbr	CpnyID	Acct	Subaccount	Amount	Invoice Description
21060 UNITED PAPER CORPORATION	49166	31100	13	04-106-000	2,482.30	PAPER PRODUCTS/TOWELS/ETC
	49333	31100	13	04-106-000	75.10	TOWEL/TORK ROLL
Check Date	3/8/2007	Check Nbr	011705	Check Total:	2,557.40	
21205 US CELLULAR	204594076-011	31100	51	01-102-221	39.18	LAUX
	204594076-011	31100	51	02-103-221	39.34	BRANDT
	204594076-011	31100	51	04-106-221	8.06	STOFFEL
	204594076-011	31100	51	04-109-221	63.88	JAMES/LACEY
	204594076-011	31100	51	10-115-221	39.18	ALIX
	204594076-011	31100	52	08-101-221	756.46	POLICE
	204594076-011	31100	53	09-103-221	40.73	DREW
	204594076-011	31100	53	09-119-221	21.47	NETT
	204594076-011	31100	53	09-212-221	-2.56	SENIOR CENTER
	204594076-011	31100	54	10-111-221	119.59	ENGINEERING
	204594076-011	31731	54	10-149-221	64.74	PWF
	204594076-011	31201	54	10-301-221	8.87	CONFINED SPACE
	204594076-011	31100	55	07-201-221	53.99	TUNGATE
	204594076-011	31100	55	07-202-221	58.12	HUSS
	204594076-011	31100	56	03-202-221	62.45	KEIL
Check Date	3/8/2007	Check Nbr	011706	Check Total:	1,373.50	
21226 US OIL CO INC	494958	31100	13	04-103-000	11,879.55	FUEL OIL
	494748	31100	13	04-103-000	7,732.17	NO LEAD GASOLINE
Check Date	3/8/2007	Check Nbr	011707	Check Total:	19,611.72	
21280 USCM PAYROLL PROCESSING		31100	21	04-419-000	1,082.50	DEFERRED COMP
Check Date	3/8/2007	Check Nbr	011708	Check Total:	1,082.50	
22130 VALLEY SURVEYING INSTRUMENTS	16011	31100	54	10-111-243	202.50	REPAIR LIETZ AUTO LEVEL
Check Date	3/8/2007	Check Nbr	011709	Check Total:	202.50	

Date: Thursday, March 08, 2007
Time: 12:22PM
User: JSASSMAN

CITY OF MENASHA
Check Register - w/Alternate Description

Page: 14 of 14
Report: 03630Alt.rpt
Company: 31100

Vendor ID / Name	Invoice Nbr	CpnyID	Acct	Subaccount	Amount	Invoice Description
23215 WIL-KIL PEST CONTROL	1069179	31731	54	10-149-207	62.00	PEST CONTROL CONTRACT
	1063122	31100	55	07-202-240	50.00	COMMERCIAL SPECIAL
Check Date	3/8/2007	Check Nbr	011710	Check Total:	112.00	
23275 WINNEBAGO COUNTY TREASURER	FEBRUARY	31310	57	04-101-610	2,336.46	IND DEV PROJ/PRINCIPAL
	FEBRUARY	31310	57	04-201-620	663.54	IND DEV PROJ/INTEREST
	FEBRUARY	31310	57	04-101-610	1,518.05	IND DEV PROJ/PRINCIPAL
	FEBRUARY	31310	57	04-201-620	631.95	IND DEV PROJ/INTEREST
Check Date	3/8/2007	Check Nbr	011711	Check Total:	5,150.00	
23405 WISCONSIN EMERGENCY MANAGEMENT		31731	54	10-149-216	360.00	INVENTORY FEE
Check Date	3/8/2007	Check Nbr	011712	Check Total:	360.00	
23455 WISCONSIN SUPPORT COLLECTIONS		31100	21	04-299-015	436.31	CHILD SUPPORT
		31100	21	04-299-016	138.40	SPOUSAL SUPPORT
Check Date	3/8/2007	Check Nbr	011713	Check Total:	574.71	
Grand Total:					193,847.63	

Date: Thursday, March 15, 2007
Time: 11:24AM
User: MGRIESBACH

CITY OF MENASHA
Check Register - w/Alternate Description

Page: 1 of 13
Report: 03630Alt.rpt
Company: 31100

Vendor ID / Name	Invoice Nbr	CpnyID	Acct	Subaccount	Amount	Invoice Description
01050 ACC PLANNED SERVICE INC	11529	31100	52	05-201-240	44.86	FILTERS
	11529	31100	52	08-101-240	67.30	FILTERS
	11497	31731	54	10-149-240	264.18	FIX FURNACE/FILTERS
	11501	31100	55	07-202-240	65.00	INSTALL THERMOSTAT
Check Date	3/15/2007	Check Nbr	011714	Check Total:	441.34	
01053 ACCENT BUSINESS SOLUTIONS INC	200949	31100	51	04-109-214	80.00	ENVELOPE STUFFER FIX
	Check Date	3/15/2007	Check Nbr	011715	Check Total:	80.00
01075 ACCURATE SUSPENSION WAREHOUSE	7002952	31731	54	10-149-300	189.24	BRAKELEEN
	7002952	31731	54	10-149-383	9.70	MINI LAMP
	Check Date	3/15/2007	Check Nbr	011716	Check Total:	198.94
01220 AFFINITY VISITING NURSES	030807	31262	52	08-101-337	20.00	REGISTRATION/TRAINING
	Check Date	3/15/2007	Check Nbr	011717	Check Total:	20.00
01315 AIRGAS NORTH CENTRAL	105353387	31731	54	10-149-300	86.91	SHIELD/NOZZLE/ELECTRODE
	Check Date	3/15/2007	Check Nbr	011718	Check Total:	86.91
01600 AMERICAN MILLWORK & HARDWARE	102093	31731	54	10-149-300	106.62	GLASS CLEANER/HORNET SPRAY
	Check Date	3/15/2007	Check Nbr	011719	Check Total:	106.62
01675 AMT	031507	31100	21	04-299-022	150.00	WAGE ASSIGNMENT
	Check Date	3/15/2007	Check Nbr	011720	Check Total:	150.00
02040 BADGER HIGHWAYS CO INC	134395	31482	54	10-124-821	165.22	MASON SAND
	134395	31100	54	10-134-300	78.40	COLD MIX/FIFTH ST
	134413	31100	54	10-121-300	109.27	SAND/SALT SHED
	134413	31482	54	10-124-821	91.35	SAND/SALT SHED
	Check Date	3/15/2007	Check Nbr	011721	Check Total:	444.24

Date: Thursday, March 15, 2007
Time: 11:24AM
User: MGRIESBACH

CITY OF MENASHA
Check Register - w/Alternate Description

Page: 2 of 13
Report: 03630Alt.rpt
Company: 31100

Vendor ID / Name	Invoice Nbr	CpnyID	Acct	Subaccount	Amount	Invoice Description
02220 BATTERIES PLUS-502	502-196565	31731	54	10-149-310	13.92	AA ALK BULK 24 PK BATTERIES
	Check Date	3/15/2007	Check Nbr	011722	Check Total:	13.92
02260 BAYCOM INC	171952	31100	52	08-101-295	114.00	REMOVE OLD/INSTALL NEW DOCK
	171951	31100	52	08-101-295	114.00	REMOVE OLD/INSTALL NEW CABLES
	Check Date	3/15/2007	Check Nbr	011723	Check Total:	228.00
02500 BARB BIGALKE	022007	31262	48	04-597-000	312.77	VCR APPRECIATION/CASINO NIGHT
	022307	31262	48	04-597-000	31.50	VCR BAG SUPPLIES
	022007	31262	48	04-597-000	108.77	VCR APPRECIATION/CASINO NIGHT
	Check Date	3/15/2007	Check Nbr	011724	Check Total:	453.04
02684 BOWERS & SONS CONSTRUCTION INC	TIF 9/2006-07	31485	21	04-205-000	4,317.81	PROVINCE TERRACE/JENNIE ST
	TIF 9/2006-07	31485	54	10-121-822	144,145.00	PROVINCE TERRACE/JENNIE ST
	Check Date	3/15/2007	Check Nbr	011725	Check Total:	148,462.81
02717 JEFFREY BRANDT	030607	31100	51	02-103-331	65.96	MILEAGE
	030607	31100	51	02-103-338	20.00	MEALS
	030607	31100	51	02-105-331	60.14	MILEAGE
	Check Date	3/15/2007	Check Nbr	011726	Check Total:	146.10
02760 BROOKS TRACTOR	D79686	31100	54	10-121-315	3,122.81	PAVER TRACK PADS
	D79722	31100	54	10-121-315	3,496.78	PAVER CONVEYOR CHAIN
	Check Date	3/15/2007	Check Nbr	011727	Check Total:	6,619.59
02780 BRUCE MUNICIPAL EQUIPMENT INC	5070755	31731	54	10-149-383	268.25	SWEEPER DOOR
Check Date	3/15/2007	Check Nbr	011728	Check Total:	268.25	

Date: Thursday, March 15, 2007
Time: 11:24AM
User: MGRIESBACH

CITY OF MENASHA
Check Register - w/Alternate Description

Page: 3 of 13
Report: 03630Alt.rpt
Company: 31100

Vendor ID / Name	Invoice Nbr	CpnyID	Acct	Subaccount	Amount	Invoice Description
03225 CB SUPPLY COMPANY INC	0130613-IN	31731	54	10-149-383	10.00	A52 BELT
	0130618-IN	31731	54	10-149-383	6.60	A37 BELT
	01300644in	31731	54	10-149-383	59.08	BANDED BELT/SEAL
Check Date	3/15/2007	Check Nbr	011729	Check Total:	75.68	
04125 DAVIES WATER #1476	0000788	31100	54	10-134-300	630.00	CATCHBASIN
	Check Date	3/15/2007	Check Nbr	011731	Check Total:	630.00
04135 DAVIS & KUELTHAU SC	276944	31100	51	02-103-211	3,283.05	WISCO ENTERPRISES LLP
	Check Date	3/15/2007	Check Nbr	011732	Check Total:	3,283.05
04360 DORNER INC	2006-08	31485	21	04-205-000	7,412.21	NATURE'S WAY
	2006-08	31485	54	10-301-822	-2,406.50	NATURE'S WAY
	2006-08	31485	54	10-303-822	568.50	NATURE'S WAY
Check Date	3/15/2007	Check Nbr	011733	Check Total:	5,574.21	
05187 ENDRIES INTERNATIONAL INC	7467019-00	31100	55	07-202-300	149.16	SCREWS MANITOWOC BOAT LAUNCH
	Check Date	3/15/2007	Check Nbr	011734	Check Total:	149.16
07057 GALLS INCORPORATED	5874745200017	31100	52	08-101-295	15.19	OUTLET BOX W/TWO SWITCHES
	Check Date	3/15/2007	Check Nbr	011735	Check Total:	15.19
07080 GANNETT WISCONSIN NEWSPAPERS	0002649073	31100	51	02-104-292	60.12	LEGALS
	0002649073	31100	51	02-117-292	22.50	LEGALS
	0002649073	31100	51	04-101-292	1,605.36	LEGALS
Check Date	3/15/2007	Check Nbr	011736	Check Total:	1,687.98	
07345 GRAINGER INC	9302341962	31266	54	10-308-315	135.91	AG BAG BLOWER
	Check Date	3/15/2007	Check Nbr	011737	Check Total:	135.91

Date: Thursday, March 15, 2007
Time: 11:24AM
User: MGRIESBACH

CITY OF MENASHA
Check Register - w/Alternate Description

Page: 4 of 13
Report: 03630Alt.rpt
Company: 31100

Vendor ID / Name	Invoice Nbr	CpnyID	Acct	Subaccount	Amount	Invoice Description
08465 HOME DEPOT CREDIT SERVICES	3044789	31100	55	07-202-300	57.82	LADDER
	2561038	31100	53	09-212-240	17.01	SINK REPLACEMENT SUPPLIES
	3581910	31100	51	10-115-300	29.39	IS THERMOMETER
	5114390	31100	51	10-115-240	14.65	IS OFFICE WALL/BASE
Check Date	3/15/2007	Check Nbr	011738	Check Total:	118.87	
09175 INSULATION AND SUPPLY COMPANY	578958	31100	51	10-115-300	15.00	LAMINATE/ROLLER
	578958	31100	55	07-202-300	15.85	LAMINATE/ROLLER
Check Date	3/15/2007	Check Nbr	011739	Check Total:	30.85	
10020 IT TAKES TWO	030807	31262	52	08-101-300	17.95	VOLUNTEER APPRECIATION CARDS
	Check Date	3/15/2007	Check Nbr	011740	Check Total:	17.95
10240 JOHN'S REPAIR & TOWING LLC	9165	31100	52	08-101-295	93.50	IMPOUND
	Check Date	3/15/2007	Check Nbr	011741	Check Total:	93.50
11030 KAEMPFER & ASSOCIATES INC	12866	31201	54	10-301-212	1,258.13	INDUSTRIAL DISCHARGE REG PROG
	12867	31201	54	10-301-212	401.83	INDUSTRIAL DISCHARGER REG PROG
	12868	31201	54	10-301-212	847.73	INDUSTRIAL DISCHARGER REG PROG
	12869	31201	54	10-301-212	137.18	WW COLLECTION SYS REHAB IMPROV
	12870	31201	54	10-301-212	4,657.19	WW COLLECTION SYS REHAB IMPROV
Check Date	3/15/2007	Check Nbr	011742	Check Total:	7,302.06	
11165 KJ WASTE SYSTEMS INC	030107	31266	54	10-307-216	1,189.00	CORRUGATE/CO-MINGLE/RENTAL
	Check Date	3/15/2007	Check Nbr	011743	Check Total:	1,189.00
12170 LAPPEN SECURITY PRODUCTS INC	25631	31100	51	10-115-300	12.50	NEUTERBOW KEY/STANDARD KEY
	Check Date	3/15/2007	Check Nbr	011744	Check Total:	12.50

Date: Thursday, March 15, 2007
Time: 11:24AM
User: MGRIESBACH

CITY OF MENASHA
Check Register - w/Alternate Description

Page: 5 of 13
Report: 03630Alt.rpt
Company: 31100

Vendor ID / Name	Invoice Nbr	CpnyID	Acct	Subaccount	Amount	Invoice Description
12250 LAWSON PRODUCTS INC	5396777	31731	54	10-149-300	777.81	STOCK SUPPLIES
Check Date	3/15/2007	Check Nbr	011745		Check Total:	777.81
12492 LIVERY COMPANY INC	9728	31100	55	07-202-311	217.75	SHIPPING CHARGES/CANNON PARTS
Check Date	3/15/2007	Check Nbr	011746		Check Total:	217.75
12505 LOCAL GOVERNMENT PROPERTY	14984	31733	51	02-116-513	15,229.00	PROPERTY INSURANCE FUND
Check Date	3/15/2007	Check Nbr	011747		Check Total:	15,229.00
13095 MARSHALL & ILSLEY TRUST CO	031507	31100	21	04-415-000	1,703.35	FLEX SPEND MEDICAL
	031507	31100	21	04-417-000	173.08	FLEX SPEND DEPENDENT CARE
	031507	31100	21	04-619-003	277.50	MEDICAL REIMBURSE 1035B
Check Date	3/15/2007	Check Nbr	011748		Check Total:	2,153.93
13120 MARTENSON & EISELE INC	41080	31100	54	10-134-212	1,099.50	STORM WATER UTILITY MANAGEMENT
Check Date	3/15/2007	Check Nbr	011749		Check Total:	1,099.50
13149 MATTHEWS COMMERCIAL TIRE CTR	019265	31731	54	10-149-382	394.13	RADIAL TRUCK TUBE/DUNLOP
Check Date	3/15/2007	Check Nbr	011750		Check Total:	394.13
13345 MENARDS-APPLETON EAST	35925	31100	51	10-115-240	18.45	IS OFFICE COVEBASE/WALL ADHES
Check Date	3/15/2007	Check Nbr	011751		Check Total:	18.45
13360 MENASHA ELECTRIC & WATER UTILI	020807	31100	54	10-143-223	14,406.94	STREET LIGHTING
Check Date	3/15/2007	Check Nbr	011752		Check Total:	14,406.94
13370 MENASHA EMPLOYEES CREDIT UNION	031507	31100	21	04-299-020	21,558.00	DEDUCTIONS
Check Date	3/15/2007	Check Nbr	011753		Check Total:	21,558.00

Date: Thursday, March 15, 2007
Time: 11:24AM
User: MGRIESBACH

CITY OF MENASHA
Check Register - w/Alternate Description

Page: 6 of 13
Report: 03630Alt.rpt
Company: 31100

Vendor ID / Name	Invoice Nbr	CpnyID	Acct	Subaccount	Amount	Invoice Description
13375 MENASHA EMPLOYEES LOCAL 1035	031507	31100	21	04-299-031	1,785.00	UNION DUES
Check Date	3/15/2007	Check Nbr	011754	Check Total:	1,785.00	
13377 MENASHA EMPLOYEES LOCAL 1035B	031507	31100	21	04-299-032	200.00	UNION DUES
Check Date	3/15/2007	Check Nbr	011755	Check Total:	200.00	
13405 MENASHA LIBRARY STAFF ASSN	031507	31100	21	04-299-022	92.00	SUNSHINE FUND
Check Date	3/15/2007	Check Nbr	011756	Check Total:	92.00	
13465 MENASHA UTILITIES	030607	31100	12	04-399-000	843.73	ELECTRIC
	030607	31100	12	04-399-000	164.23	WATER
	030607	31100	12	04-399-000	5.44	ELECTRIC
	030607	31100	52	08-101-223	1,165.15	ELECTRIC
	030607	31100	52	08-101-225	226.80	WATER
	030607	31100	54	10-131-223	954.79	ELECTRIC
	030607	31100	54	10-131-225	26.65	WATER
	030607	31731	54	10-149-223	1,665.39	ELECTRIC
	030607	31731	54	10-149-225	611.77	WATER
	030607	31201	54	10-301-223	83.74	ELECTRIC
	030607	31266	54	10-308-223	8.48	ELECTRIC
	030607	31100	55	06-101-223	2,504.28	ELECTRIC
	030607	31100	55	06-101-225	385.54	WATER
	030607	31100	55	07-202-223	1,362.98	ELECTRIC
	030607	31100	55	07-202-225	20.19	WATER
	030607	31100	55	07-203-223	177.68	ELECTRIC
	030607	31100	55	07-203-225	277.92	WATER
	030607	31100	55	10-215-223	304.73	ELECTRIC
Check Date	3/15/2007	Check Nbr	011757	Check Total:	10,789.49	

Date: Thursday, March 15, 2007
Time: 11:24AM
User: MGRIESBACH

CITY OF MENASHA
Check Register - w/Alternate Description

Page: 7 of 13
Report: 03630Alt.rpt
Company: 31100

Vendor ID / Name	Invoice Nbr	CpnyID	Acct	Subaccount	Amount	Invoice Description
13755 MORTON SAFETY	149599	31100	55	07-202-315	54.18	SAFETY RESPIRATORS
	136056	31100	55	07-202-300	26.41	MEDICINE CABINET SUPPLIES
	149602	31731	54	10-149-300	25.56	RESPIRATOR MASK FOR EMPLOYEES
	136055	31731	54	10-149-300	43.67	FIRST AID KIT/PUBLIC WORKS
Check Date	3/15/2007	Check Nbr	011758	Check Total:	149.82	
14010 N&M AUTO SUPPLY	159465	31731	54	10-149-383	-168.05	SINGLE FLINTS/CORE DEPOSIT
	161511	31731	54	10-149-300	15.38	SHOP SUPPLIES
	161330	31731	54	10-149-300	20.98	POWER STEERING FLUID
Check Date	3/15/2007	Check Nbr	011759	Check Total:	-131.69	
14205 CITY OF NEENAH TREASURER	30302	31100	52	05-201-240	432.00	WINDOW BLINDS STATION 36
Check Date	3/15/2007	Check Nbr	011760	Check Total:	432.00	
	031407	31100	21	04-616-000	6,906.12	OVER-REPORTED WRS WAGES
Check Date	3/15/2007	Check Nbr	011761	Check Total:	6,906.12	
	30306	31100	52	05-201-805	6,126.44	FIRE EQUIPMENT
Check Date	3/15/2007	Check Nbr	011762	Check Total:	6,126.44	
15080 OFFICEMAX CONTRACT INC	852532	31100	51	04-106-310	18.58	OFFICE SUPPLIES
	852532	31100	51	10-115-310	620.40	COPY PAPER
	034566	31100	51	10-115-310	-62.40	CREDIT COPY PAPER
	528832	31100	54	10-111-310	25.88	ENG SUPPLIES
	528832	31201	54	10-301-310	34.52	SSES SUPPLIES
	528832	31100	55	07-201-310	3.27	P&R SUPPLIES
	528832	31100	56	03-202-310	3.27	COM DEV SUPPLIES
Check Date	3/15/2007	Check Nbr	011763	Check Total:	643.52	
15090 OGDEN PLUMBING & HEATING INC	51065	31100	52	08-101-240	360.92	CLEAN DRAIN/POLICE DEPT
Check Date	3/15/2007	Check Nbr	011764	Check Total:	360.92	

Date: Thursday, March 15, 2007
Time: 11:24AM
User: MGRIESBACH

CITY OF MENASHA
Check Register - w/Alternate Description

Page: 8 of 13
Report: 03630Alt.rpt
Company: 31100

Vendor ID / Name	Invoice Nbr	CpnyID	Acct	Subaccount	Amount	Invoice Description
03405 ONE COMMUNICATIONS	031207	31100	12	04-399-000	26.04	INSPECTION
	031207	31207	12	04-399-000	17.86	MARINA
	031207	31100	51	01-102-221	48.10	MAYOR
	031207	31100	51	02-103-221	35.80	ATTORNEY
	031207	31100	51	02-104-221	35.80	CLERK
	031207	31100	51	02-105-221	53.95	PERSONNEL
	031207	31100	51	04-106-221	76.26	FINANCE
	031207	31100	51	04-107-221	41.64	ASSESSOR
	031207	31100	51	04-109-221	278.88	DATA PROC
	031207	31100	51	10-115-221	301.98	CITY HALL
	031207	31100	52	05-701-221	154.30	EOC
	031207	31100	52	08-101-221	500.07	POLICE
	031207	31100	53	09-102-221	84.56	HEALTH
	031207	31100	53	09-212-221	63.21	SEN CTR
	031207	31100	54	10-111-221	87.36	PUB WKS
	031207	31100	54	10-131-221	12.64	SIGN SHOP
	031207	31731	54	10-149-221	128.08	GARAGE
	031207	31100	55	06-101-221	237.65	LIBRARY
	031207	31100	55	07-201-221	45.23	RECREATION
	031207	31100	55	07-202-221	86.29	PARKS
	031207	31100	55	07-203-221	33.83	SWIM POOL
	031207	31100	55	10-215-221	28.24	BRIDGES
	031207	31100	56	03-202-221	27.08	COM DEV
Check Date	3/15/2007	Check Nbr	011730	Check Total:	2,404.85	

Date: Thursday, March 15, 2007
Time: 11:24AM
User: MGRIESBACH

CITY OF MENASHA
Check Register - w/Alternate Description

Page: 9 of 13
Report: 03630Alt.rpt
Company: 31100

Vendor ID / Name	Invoice Nbr	CpnyID	Acct	Subaccount	Amount	Invoice Description
16025 PACKER CITY INTERNATIONAL	3270450032	31731	54	10-149-383	27.72	CRIMP FI
	3270510020	31731	54	10-149-383	294.45	MUFFLER/SUPPORT/ELBOW/CLAMP
	3270500052	31731	54	10-149-383	21.20	LUBEFILT
	3270470044	31731	54	10-149-383	29.37	AIR FILT/BLADE/LUBEFILT/HYDRAU
	3270500050	31731	54	10-149-383	5.51	LUBEFILT
	3270510018	31731	54	10-149-383	15.21	BLADE
	33270470062	31731	54	10-149-383	29.53	AD-4 DES
	3270500051	31731	54	10-149-383	4.24	LUBEFILT
	3270580214	31731	54	10-149-383	-56.21	PIPE
Check Date	3/15/2007	Check Nbr	011765	Check Total:	371.02	
16300 PIGGLY WIGGLY #24	022807	31100	53	09-212-300	29.15	SUPPLIES
	Check Date	3/15/2007	Check Nbr	011766	Check Total:	29.15
16769 PAIGE POTRATZ	030907	31100	22	04-101-000	45.00	REFUND PARK CANCELLATION
	Check Date	3/15/2007	Check Nbr	011767	Check Total:	45.00
16853 PROCON DATA SYSTEMS INC	5598	31100	55	07-202-204	563.00	SANDBLAST BRIDGE RAILING/SMITH
	Check Date	3/15/2007	Check Nbr	011768	Check Total:	563.00
16880 MERLIN PUTZ	031407	31201	54	10-301-212	637.50	REIMBURSE SUMP PUMP/236 EDGEWA
	Check Date	3/15/2007	Check Nbr	011769	Check Total:	637.50
18400 ROAD EQUIPMENT	464147	31731	54	10-149-383	20.98	CHECK VALVE/RUBBER STOP
	Check Date	3/15/2007	Check Nbr	011770	Check Total:	20.98
19170 SCHMALZ AUTO INC	020307	31100	52	08-101-295	125.00	STOLEN CAR TOW
	020807	31100	52	08-101-295	100.00	IMPOUND
	Check Date	3/15/2007	Check Nbr	011771	Check Total:	225.00

Date: Thursday, March 15, 2007
Time: 11:24AM
User: MGRIESBACH

CITY OF MENASHA
Check Register - w/Alternate Description

Page: 10 of 13
Report: 03630Alt.rpt
Company: 31100

Vendor ID / Name	Invoice Nbr	CpnyID	Acct	Subaccount	Amount	Invoice Description
19280 OFFICE OF SECRETARY OF STATE	031407	31100	52	08-101-216	20.00	NOTARY FEE/L BONNEVILLE
	Check Date	3/15/2007	Check Nbr	011772	Check Total:	20.00
	031407	31100	52	08-101-216	20.00	NOTARY FEE/B HALDERSON
	Check Date	3/15/2007	Check Nbr	011773	Check Total:	20.00
19327 SERVICEMASTER BUILDING MTNCE	115157	31100	52	08-101-201	312.00	JANITORIAL/CLEAN TOYS
	Check Date	3/15/2007	Check Nbr	011774	Check Total:	312.00
19350 SHERWIN INDUSTRIES INC	ss023145	31100	54	10-131-315	1,201.20	SAFETY BARRELS 4-6" REFLECTIVE
	Check Date	3/15/2007	Check Nbr	011775	Check Total:	1,201.20
19356 SHERWIN-WILLIAMS CO	90802	31100	51	10-115-240	120.04	4 GALLON PAINT
	9277-4	31100	51	10-115-240	61.03	PAINT
	Check Date	3/15/2007	Check Nbr	011776	Check Total:	181.07
19380 SHOPKO STORES INC	51182	31827	53	09-212-300	39.99	ROASTER OVEN/FOR PARTIES
	Check Date	3/15/2007	Check Nbr	011777	Check Total:	39.99
19400 SILTON SEIFERT CARLSON GAMBLE	098607	31100	56	03-202-216	225.00	PROFESSIONAL SERVICES
	Check Date	3/15/2007	Check Nbr	011778	Check Total:	225.00
19623 STAFFORD ROSENBAUM LLP	1061488	31100	51	04-107-211	501.20	SCA PROFESSIONAL SERVICES
	Check Date	3/15/2007	Check Nbr	011779	Check Total:	501.20
19701 JUDITH F STILP	031407	31100	52	08-101-216	50.00	BOND FEE FOR NOTARY PUBLIC
	Check Date	3/15/2007	Check Nbr	011780	Check Total:	50.00
19725 STREICHERS PROF POLICE EQUIPME	1417384	31100	52	08-101-315	2,224.99	9MM PISTOL/MAGS/.45 PISTOL
	Check Date	3/15/2007	Check Nbr	011781	Check Total:	2,224.99

Date: Thursday, March 15, 2007
Time: 11:24AM
User: MGRIESBACH

CITY OF MENASHA
Check Register - w/Alternate Description

Page: 11 of 13
Report: 03630Alt.rpt
Company: 31100

Vendor ID / Name	Invoice Nbr	CpnyID	Acct	Subaccount	Amount	Invoice Description
19787 SWIDERSKI EQUIPMENT INC	7388	31731	54	10-149-383	256.37	VALVE PRESSURE RELIEF/BACK UP
Check Date	3/15/2007	Check Nbr	011782		Check Total:	256.37
20145 THEDACARE	9672621	31100	52	08-101-215	276.00	VENIPUNCTURE
Check Date	3/15/2007	Check Nbr	011783		Check Total:	276.00
21095 UNITED WAY FOX CITIES	031507	31100	21	04-299-021	99.50	CONTRIBUTIONS
Check Date	3/15/2007	Check Nbr	011784		Check Total:	99.50
21226 US OIL CO INC	499795	31100	13	04-101-000	-92.60	CONTRACT PREPAY
	498492	31100	13	04-103-000	5.01	FEDERAL LUST TAX
	498490	31100	13	04-103-000	3.50	FEDERAL LUST TAX
Check Date	3/15/2007	Check Nbr	011785		Check Total:	-84.09
21280 USCM PAYROLL PROCESSING	031507	31100	21	04-419-000	9,191.78	DEFERRED COMP
Check Date	3/15/2007	Check Nbr	011786		Check Total:	9,191.78
22255 VANGUARD ASSOCIATES	030707	31100	53	09-104-300	35.90	DVDS
Check Date	3/15/2007	Check Nbr	011787		Check Total:	35.90
22410 VINTON CONSTRUCTION	2006-06	31208	21	04-205-000	-431.29	RIVER STREET RELOCATION
	2006-06	31208	54	10-121-822	16,403.45	RIVER STREET RELOCATION
	2006-06	31208	54	10-134-822	848.00	RIVER STREET RELOCATION
Check Date	3/15/2007	Check Nbr	011788		Check Total:	16,820.16
23085 WATER CARE SERVICES	13878	31100	51	10-115-201	17.85	MAR RENT COOLER
	13878	31731	54	10-149-313	5.95	MAR RENT COOLER
Check Date	3/15/2007	Check Nbr	011789		Check Total:	23.80

Date: Thursday, March 15, 2007
Time: 11:24AM
User: MGRIESBACH

CITY OF MENASHA
Check Register - w/Alternate Description

Page: 12 of 13
Report: 03630Alt.rpt
Company: 31100

Vendor ID / Name	Invoice Nbr	CpnyID	Acct	Subaccount	Amount	Invoice Description	
23125 WAVERLY BEACH SHELL	2208	31100	52	08-101-295	75.00	15 CAR WASHES/FEB	
	Check Date	3/15/2007	Check Nbr	011790	Check Total:	75.00	
23130 WAVERLY SANITARY DISTRICT	23130	31100	55	07-202-225	39.75	BARKER FARM PARK PAVILION	
	Check Date	3/15/2007	Check Nbr	011791	Check Total:	39.75	
23135 WAYNE ENGINEERING CORP	57754	31731	54	10-149-383	9.33	SNAP RING/WASHER, FLAT	
	57753	31731	54	10-149-383	1,119.98	CYLINDERS	
	Check Date	3/15/2007	Check Nbr	011792	Check Total:	1,129.31	
23152 WE ENERGIES	022607	31100	55	07-202-224	243.17	GATEHOUSE/999 BRIGHTON DR	
	022607	31100	55	07-202-223	7.82	NORTH ST	
	022607	31100	55	07-202-223	7.82	NORTH ST	
	Check Date	3/15/2007	Check Nbr	011793	Check Total:	258.81	
23203 MARY WIDNER	030807	31100	21	04-229-000	20.00	PARKING TICKET OVERPAID	
	Check Date	3/15/2007	Check Nbr	011794	Check Total:	20.00	
23275 WINNEBAGO COUNTY TREASURER	LF111578	31100	54	10-304-250	5,509.95	LANDFILL FACILITY	
	LF111578	31100	54	10-305-216	2,095.82	LANDFILL FACILITY	
	LF111578	31266	54	10-307-216	1,216.40	LANDFILL FACILITY	
	Check Date	3/15/2007	Check Nbr	011795	Check Total:	8,822.17	
			31100	21	04-229-000	971.75	DOG LICENSES
	Check Date	3/15/2007	Check Nbr	011796	Check Total:	971.75	
		031307	31100	21	04-229-000	4.50	LOTTERY CREDIT PENALTY
Check Date	3/15/2007	Check Nbr	011797	Check Total:	4.50		
23371 WISCONSIN DEPARTMENT OF JUSTIC	L7101T	31100	52	08-101-250	15.00	NAME SEARCHES	
	Check Date	3/15/2007	Check Nbr	011798	Check Total:	15.00	

Date: Thursday, March 15, 2007
Time: 11:24AM
User: MGRIESBACH

CITY OF MENASHA
Check Register - w/Alternate Description

Page: 13 of 13
Report: 03630Alt.rpt
Company: 31100

Vendor ID / Name	Invoice Nbr	CpnyID	Acct	Subaccount	Amount	Invoice Description
23388 WISCONSIN DEPARTMENT OF REVENUE	031307	31100	21	04-229-000	90.79	LOTTERY CREDIT PLUS INTEREST
Check Date	3/15/2007	Check Nbr	011799	Check Total:	90.79	
23455 WISCONSIN SUPPORT COLLECTIONS	031507	31100	21	04-299-015	1,423.23	CHILD SUPPORT
	031507	31100	21	04-299-016	138.40	SPOUSAL SUPPORT
Check Date	3/15/2007	Check Nbr	011800	Check Total:	1,561.63	
Grand Total:					309,924.88	

Date: Thursday, March 15, 2007
Time: 02:06PI
User: MGRIESBACH

CITY OF MENASHA
Check Register - w/Alternate Description

Page: 1 of 1
Report: 03630Alt.rpt
Company: 31100

Vendor ID / Name	Invoice Nbr	CpnyID	Acct	Subaccount	Amount	Invoice Description
13375 MENASHA EMPLOYEES LOCAL 1035	031507	31100	21	04-299-031	200.00	UNION DUES
Check Date	3/15/2007	Check Nbr	011801	Check Total:	200.00	
13377 MENASHA EMPLOYEES LOCAL 1035B	031507	31100	21	04-299-032	237.60	UNION DUES
Check Date	3/15/2007	Check Nbr	011802	Check Total:	237.60	
Grand Total:					437.60	

BRIDGE OPERATION AGREEMENT
TAYCO STREET BRIDGE, (B-70-97)
RACINE STREET BRIDGE, (B-70-01)
WINNEBAGO COUNTY – WISCONSIN
0070-01-52
FISCAL 2008

MEMORANDUM OF AGREEMENT, made this ____ day of _____, 20____, by and between the State of Wisconsin, Department of Transportation, party of the first part, hereinafter called the State, and the City of Menasha, Winnebago County, Wisconsin represented by the Mayor and City Clerk, party of the second part, hereinafter called the City.

WITNESSETH: That for and in consideration of payments covering the operating costs of the Tayco Street Bridge and the Racine Street Bridge to be made by the State to the City as permitted under the provisions of Section 84.10 Statutes, said City agrees as follows:

- (1) To operate the bridges during the period of July 1, 2007, thru June 30, 2008, in accordance with the pertinent laws, rules and regulations governing navigation, pedestrian and vehicular traffic.
- (2) To provide operating personnel as described in subparagraphs (2a) through (2g) and as may be otherwise affected herein, all in accordance with existing City policies, procedures and the provisions of applicable labor agreements.
 - (2a) To employ the services of up to six (6) operators, up to four (4) full time and up to two (2) part time during the navigation season. The State will notify the City each year of the start and ending days of the navigation season. The operators will be considered as seasonal employees eligible for unemployment compensation during the non-navigation period. The hours and dates of navigation will be defined by the Commander, Ninth Coast Guard District.
 - (2b) To employ the services of a substitute operator if needed, as determined by the City, who shall serve on both bridges during vacation periods, periods of illness, and for other periods as may be deemed appropriate, and to minimize the need for premium overtime pay.
 - (2c) To establish the monthly or hourly salaries and bonus payment, if any, to be paid to the operators subject to the review and approval of the State. A certified copy of the action by the governing body establishing such salaries and bonus payments, if any, shall be filed with the State at the time the agreement is returned for execution by the State. The City may alter the salaries and provide for or alter bonus payments during the life of this agreement in the event it is necessary to make adjustments on account of changing economic conditions. A certified copy of the action to alter salaries or to provide for or alter bonus payments shall be filed with the State and will be subject to the approval of the State.
 - (2d) To notify the State, as to the name, address and telephone number, if any, of each of the operators. The City Street Superintendent shall be in

charge of all operators and he shall receive and carry out such orders or instructions as received pertaining to the proper operation and care of the bridge. The State shall reimburse the City for that portion of time that the Street Superintendent spends checking the operators and the bridges.

- (2e) Except as stated below, no operator shall work more than eight (8) hours in any twenty-four (24) hours or 40 hours in any week. During periods of emergencies operators shall work not more than twelve (12) hours each in any twenty-four (24) hours. When an operator is to be absent from duty, the State shall be notified by the Street Superintendent and advised as to the probable extent of such absence. The Street Superintendent shall review each bridge operator's building weekly after the navigation season is closed to check for appropriate heat.
- (2f) To grant such vacation and sick leave with pay to each operator as may be due in accordance with applicable rules and regulations governing the matter of vacation and sick leave for other employees of the City covered by a labor agreement with Local 1035. A certified current copy of the action governing same shall be filed with the State at the time the agreement is returned for execution by the State. Vacations charged to the State shall be prorated according to the number of months served per year by the employees as bridge operator.
- (2g) To terminate the service of any operator when it can be shown that the operator is negligent in his/her duty or is otherwise conducting himself in a manner detrimental to the best interest of the State and/or the City as provided in the collective bargaining covering full time non-probationary bridge tenders.
- (3) To assume the cost of roadway lighting system and snow and ice removal and control.
- (4) To make such reports and records as may be required by the City and/or the State.
- (5) To furnish the necessary supplies subject to reimbursement by the State except for such items as may be furnished directly by the State.
- (6) To immediately notify the State in case of any emergency.
- (7) To submit a monthly signed statement, in duplicate, on official invoice or letterhead form for reimbursement of operation costs to the Transportation Region Office, State of Wisconsin, at Green Bay, Wisconsin. Statements are to be submitted no later than fifteenth (15) of the following month and are to include all the costs for the preceding calendar month, together with a copy of electric bills on utility company forms. Each bridge should be listed separately but may be submitted on one (1) sheet. Statements will include the cost of premiums on worker's compensation insurance, liability insurance, and contributions made by the City to its unemployment reserve account in the event that the City is operating under the provisions of Chapter 108, Wisconsin Statutes. Statements

may include contributions made to employee retirement or made to employee retirement under the provisions of Chapter 66, Wisconsin Statutes.

(8) The amount of this agreement is estimated at ~~\$186,300~~.

In connection with the performance of work under this contract the City agrees not to discriminate against any employee or applicant for employment because of age, race, religion, color, handicap, sex, developmental disability as defined in Statute 51.01 (5), sexual orientation as defined in Statute 111.32 (13m) or national origin. This provision shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training including apprenticeship. Except with respect to sexual orientation, the City further agrees to take affirmative action to ensure equal employment opportunities. The City agrees to post in conspicuous places, available for employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of the nondiscrimination clause.

And the said State, in consideration of the faithful performance by the City of the conditions as outlined, agrees to reimburse the said City upon submission of invoice covering said operating costs. The State reserves the right, if necessary, to make inquiries to verify the items in the invoice.

IN WITNESS WHEREOF, the parties have hereunto affixed their signatures, the City on the day and year above written and the State on the ____ day of _____, 20____.

STATE OF WISCONSIN
DEPARTMENT OF TRANSPORTATION

By _____
Northeast Region Transportation Director

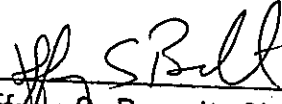
By _____
DIV. of Infrastructure Development
Director, Bureau Highway Operations

CITY OF MENASHA
WINNEBAGO COUNTY
WISCONSIN

By _____
Mayor

By _____
City Clerk

Approved as to form

 3-12-07
Jeffrey S. Brandt, City Attorney

BROAD STREET

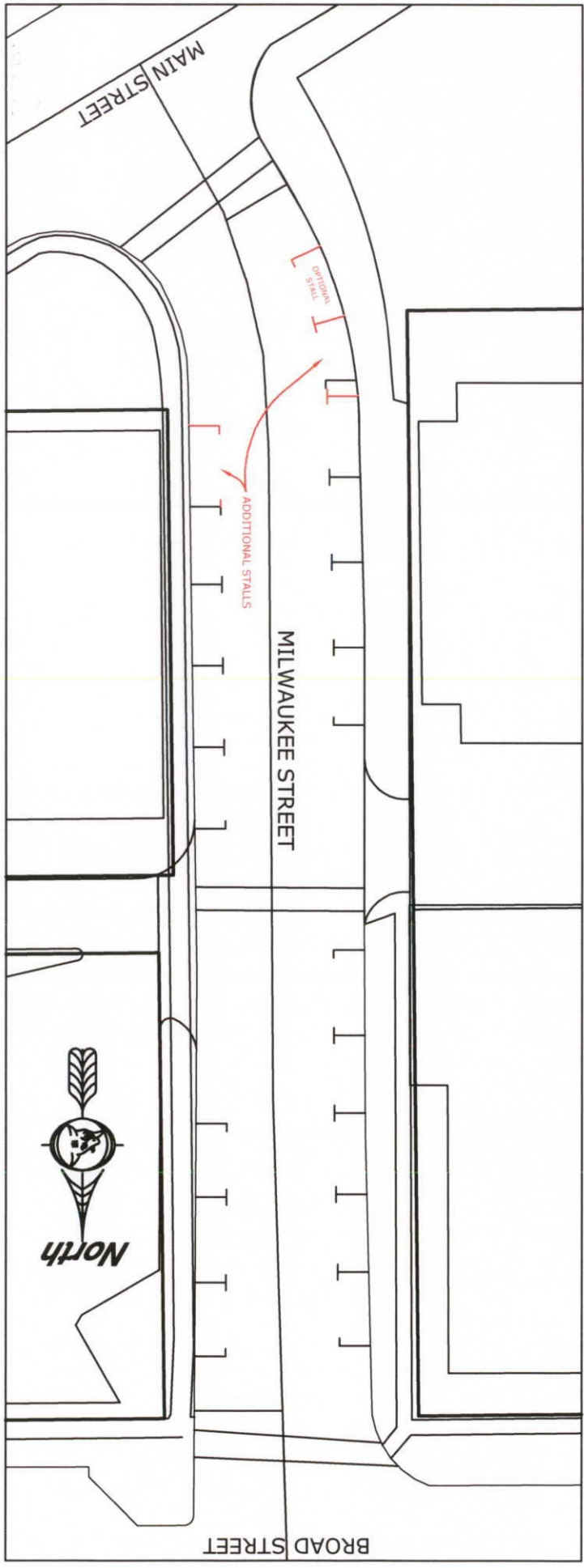
MILWAUKEE STREET

MAIN STREET

North



SCALE: 1" = 50' ±



From: Joseph Nemecek [mailto:jnemecek@sbcglobal.net]
Sent: Thursday, February 08, 2007 5:22 PM
To: Mark Radtke
Subject: Fw: Parking on Milwaukee st.

----- Forwarded Message -----

From: Joseph Nemecek <divineniner@yahoo.com>
To: mradtke@ci.menasha.wi.ci
Sent: Thursday, February 8, 2007 5:16:33 PM
Subject: Fw: Parking on Milwaukee st.

----- Forwarded Message -----

From: Joseph Nemecek <jnemecek@sbcglobal.net>
To: Mradtke@ci.menashawi.us
Sent: Thursday, February 8, 2007 5:13:53 PM
Subject: Parking on Milwaukee st.

Mark: We need to revisit the parking situation on Milwaukee st to add the four stalls we discussed previously. At this time all 16 stalls are full from early morning to late afternoon with some exceptions over the noon time.

The floral shop keeps telling me that their customers are calling saying they have no place to park to pick up orders or for funerals. Many of these people are older and can't walk to far.

In addition the broad street parking area is always full on this end with the exception of stalls down by club liquor. The McClone people continue to park all day in most of these stalls along Milwaukee st. I have called the police department many times and again today to ask for enforcement. They have not enforced this in some time according to Dennis at the police station.

Furthermore we need to look at the entire situation since you no longer are using the Germania lot it appears all of this traffic is moving down to Milwaukee st or in front of the Bank building. With the reopening of the Deli building this only adds to the congestion. Maybe we need to look at some angle parking on Milwaukee st as well. Let's address these issues at the parking commission as soon as possible.
Thank you Joe Nemecek



Memorandum

DATE: March 15, 2007

TO: Board of Public Works

FROM: Mark Radtke, Director of Public Works

RE: Recommendation for 2007 Street Improvement Program: Kaukauna Street and High Street

During the 2007 Budget review, the Common Council inserted \$100,000 into the Streets budget for street improvement projects. Prior to that action, the only budgeted funds were allotted to WisDOT (STH 114/CTH LP) and Winnebago County (Midway Road) projects. There was no recommendation made at that time regarding which street(s) should be improved with the additional \$100,000.

In 2006, the City of Menasha received a 2006-2007 Local Roads Improvement Program (LRIP) Grant in the amount of \$18, 433.19 to be used for proposed street improvements to Kaukauna Street. If the City does not do this project, the grant monies are redirected to other projects within the LRIP program. Based on this information, it is my recommendation that the City complete the proposed street improvements to Kaukauna Street and High Street in 2007. Proposed improvements include pulverizing the existing asphalt pavement and base, construction of a new 4-inch thick asphalt pavement, and isolated removal and replacement of concrete sidewalk and curb and gutter sections. The total estimated cost of this work is \$95,000.

AN ORDINANCE RELATING TO THE ANNEXATION OF CERTAIN PROPERTY TO THE CITY OF MENASHA, WISCONSIN (Heckrodt Annexation)

Introduced by Alderman Chase

The Common Council of the City of Menasha does ordain as follows:

SECTION 1: Territory Annexed. (Majority Annexation) In accordance with Sec. 66.0217(2) Wis. Stats., and the Petition for Annexation filed with the City Clerk on the 28th day of October, 2003, signed by a majority of all of the owners of land in the territory, the following described territory in the Town of Menasha, Winnebago County Wisconsin, is annexed to the City of Menasha, Winnebago County, Wisconsin.

Legal description:

Part of Lots 1, 2, 3, 4, 5, 6, 7, and 8, of PORSCHE PLAT, part of the Southeast 1/4 of the Northwest 1/4 of Section 13, part of the Brighton Beach Road right-of-way, all of Lot 1 of CSM 4428, part of Lots 18, 19, 20 and 23 of Assessor's Plat No. 8, part of the Oneida Street right-of-way, and part of Government Lot 1, all in Township 20 North, Range 17 East, Town of Menasha, containing 2,273,671 square feet (52.1963 acres) described as follows:

Commencing at the North 1/4 corner of said Section 13; thence along the West line of the Northeast 1/4 of said Section 13, S00°40'58"E, 1354.63 feet to the point of beginning (POB); thence N89°55'17"E, 130.00 feet; thence N00°40'58"W, 40.00 feet to the South line of Assessor's Plat No. 8; thence along said South line, N89°55'17"E, 1490.56 feet to the Southeast corner of Lot 17 of Assessor's Plat No. 8; thence along the East line of said Lot 17, N00°22'05"W, 160.41 feet to the South line of Plank Road (STH 114); thence along said South line, S83°15'37"E, 35.26 feet; thence continuing along said South line, N88°20'57"E, 404.78 feet to the East line of Lot 20 of Assessor's Plat No. 8; thence along said East line S00°20'43"E, 167.33 feet to the Southeast corner of said Lot 20; thence along the South line of Lot 21 and Lot 22 of Assessor's Plat No. 8, N89°55'17"E, 289.67 feet; thence S00°20'55"E, 125.00 feet; thence N89°55'17"E, 200.00 feet to the West line of South Oneida Street; thence along said West line, N00°20'55"W, 125.00 feet; thence S89°55'17"W, 171.30 feet to the Southwest corner of Lot 23 of Assessor's Plat No. 8; thence along said West line, N00°20'55"W, 176.07 feet to the South line of Plank Road (STH 114); thence along said South line and extending to the East line of the Northeast 1/4 of said Section 13, N88°20'57"E, 204.35 feet; thence along said East line, S00°20'55"E, 619.78 feet to the North line of Wisconsin Central Limited Railroad; thence along said North line, 649.91 feet along the arc of a curve to the left with a radius of 4347.28 feet and a chord of 649.31 feet that bears S83°05'21"W to the East line of Lot 2 of CSM 4428; thence along said East line, N00°25'46"W, 515.36 feet to the South line of Assessor's Plat No. 8; thence along said South line, S89°55'17"W, 316.49 feet to the Northeast corner of Lot 1 of CSM 4428; thence along the East line of said Lot 1, S00°22'05"E, 226.13 feet; thence along the South line of said Lot 1; S73°32'51"W, 89.08 feet; thence continuing along said South line, S89°20'00"W, 1301.61 feet; thence continuing along said South line, N55°43'24"W, 124.33 feet to a West line of said Lot 1; thence along said West line, N00°40'58"W, 64.45 feet to a South line of said Lot 1 of CSM 4428; thence along said South line S89°55'17"W, 130.00 feet to the West line of the Northeast 1/4 of said Section 13; thence along said West line, N00°40'58"W, 84.00 feet; thence S89°55'17"W, 50.00 feet to the West line of Brighton Beach Road, thence S00°40'58"E, 1028.81 feet to

the North line of Wisconsin Central Limited Railroad; thence along said North line, S73°38'43"W, 886.23 feet to the South line of the Northwest 1/4 of said Section 13; thence along said South line, S89°51'50"W, 379.32 feet to the West line of said Lot 8; thence along said West line, N00°40'58"W, 1400.52 feet to the South line of Plank Road (STH 114); thence along said South line, 140.73 feet along the arc of a curve to the right with a radius of 1095.92 feet and a chord of 140.63 feet that bears N82°07'16"E, to the West line of said Lot 7; thence along said West line, S00°40'58"E, 148.49 feet; thence N88°48'27"E, 65.00 feet; thence N00°40'58"W, 150.00 feet to the South line of Plank Road (STH 114); thence along said South line, N88°48'27"E, 78.02 feet to the West line of said Lot 6; thence along said West line, S00°40'58"E, 440.00 feet; thence N88°48'27"E, 297.65 feet to the West line of said Lot 4; thence along said West line, N00°40'58"W, 440.00 feet to the South line of Plank Road (STH 114); thence along said South line, N88°48'27"E, 315.48 feet to the West line of said Lot 2; thence along said West line, S00°40'58"E, 110.00 feet; thence N88°48'27"E, 146.45 feet to the West line of said Lot 1; thence along said West line, N00°40'58"W, 110.00 feet to the South line of Plank Road (STH 114); thence along said South line, N88°48'27"E, 106.26 feet; thence continuing on said South line, S64°38'26"E, 93.76 feet to the West line of Brighton Beach Road; thence along said West line, S00°40'58"E, 116.86 feet; thence N89°55'17"E, 50.00 feet to the point of beginning.

Said parcel containing approximately 54 acres.

The population of this described parcel is 0.

SECTION 2: Effect of Annexation. From and after the date of this Ordinance, the territory described in Section 1 shall be a part of the City of Menasha for any and all purposes provided by law and all persons coming or residing within such territory shall be subject to all ordinances, rules and regulations governing the City of Menasha.

SECTION 3: Pending the recommendation of the Planning Commission, the temporary classifications and regulations for the zoning of the annexed area is designated GU, Government Use.

SECTION 4: Aldermanic District Designation. The territory described in Section 1 of this Ordinance is hereby made a part of Aldermanic District 5, Ward 22, subject to the ordinances, rules and regulations of the City governing wards and aldermanic districts.

SECTION 5: Severability. If any provision of this Ordinance is invalid or unconstitutional, or if the application of this Ordinance to any person or circumstance is invalid or unconstitutional, such invalidity or unconstitutionality shall not affect the other provisions or applications of this Ordinance which can be given effect without the invalid or unconstitutional provision or application.

SECTION 6: This Ordinance shall become effective upon its passage and publication as provided by law.

Passed and approved this _____ day of _____, 2007.

Joseph F. Laux, Mayor

ATTEST:

Deborah A. Galeazzi, City Clerk



Town of Menasha

Municipal Offices ♦ 2000 Municipal Drive ♦ Neenah, WI 54956-5665
Phone: (920) 720-7100 ♦ Fax: (920) 720-7116
www.town-menasha.com

March 2, 2007

Mayor Joseph F. Laux
Menasha Common Council
City of Menasha
140 Main St.
Menasha, WI 54952

Dear Mayor Laux and Honorable Council,

We have reviewed the City's annexation proposal which includes the annexation of the Heckrodt property and several adjacent properties into the City. Under the boundary Agreement between the City of Menasha and Town of Menasha we recognize and support your right to annex this land, however, we wish to call your attention to two observations.

First of all, we have completed a thorough examination of the Heckrodt property. In that examination we noticed that this property includes an extensive surface and boardwalk trail, improved parking lot, fencing, and an electronic gate. Since the parcels forming the Heckrodt property are developed as defined under the joint boundary Agreement, the terms of this Agreement require the detachment of an equal value of property from the City into the Town.

Therefore we request that an equal value of property as defined under the joint boundary Agreement be detached from the City within the area specified in the Agreement.

Secondly, it appears that you are annexing additional land to the east of the Heckrodt property which is not necessary to include to accomplish your objectives in connection with the Heckrodt lands.

The Town is requesting that you withhold action on this annexation until Town and City officials can meet to discuss these issues and to attempt to reach whatever agreements and compromises are necessary to accomplish the intent and spirit of the boundary Agreement.

We are pleased that this Agreement continues to benefit both communities. We will also be happy to assist you in coordinating the selection of appropriate property to detach if you so desire, but regardless of that, we think a meeting is of significant importance and we hope you will accommodate this request.

Sincerely,

Jeffrey S. Sturgell
Town Administrator

cc: ✓ Debbie Galeazzi, City Clerk
Jeffrey Brandt, City Attorney
Town Attorneys
Town Board
George Hall, Municipal Boundary Review



March 8, 2007

HECKRODT WETLAND
RESERVE, INC.

Honorable Joseph F. Laux and City of Menasha Council Members
Menasha City Hall
140 Main Street
Menasha, WI 54952

**Subject: HWR request to please approve the "Heckrodt Annexation"
at the March 19, 2007 Menasha Common Council Meeting**

Reference: "Bullet Points for City Council Presentation (by J. Bartz) - March 5, 2007"
(copy attached)

Dear Mayor Laux and Council Members:

Visitor safety and expediting appropriate responses to emergency situations are important issues to HWR.

HWR is striving to create and maintain our Nature Center and the Reserve in general to a very high quality standard (the *Post-Crescent* has referred to us as "world class," which we humbly appreciate). This entails our trying hard to balance safety concerns with the risk of providing opportunities for rewarding natural experiences, similar to other nature-oriented national, state and local parks. With three miles of trails through wetland and wooded areas, there is risk that someone could require emergency services anywhere on our 76-acre reserve.

In the event of needing a minimum-time response for someone in a medical emergency situation, we see unifying the Reserve to being in a single municipality as a way to eliminate time loss from multi-municipality responsibility confusion, which could minimize the response time during that important initial "golden hour" for the person needing the help.

A copy of the remarks that I made from the gallery at the March 5, 2007 Common Council Meeting is attached, including information applicable to our initiating the request for the annexation.

Your vote for the "Heckrodt Annexation" will be greatly appreciated. Thank you for your support.

Respectfully,



James E. Bartz, Chairman

cc: Jeff Brandt, Menasha City Attorney

HWR Board of Directors; Tracey Koenig, HWR Executive Director
Bill Heckrodt and Frank Heckrodt

Bullet Points for City Council Presentation – March 5, 2007

- Heckrodt Wetland Reserve is located partly in the City of Menasha and partly in the Town of Menasha – about half in each municipality.
- The City of Menasha owns all properties that make up the facility, and leases them to HWR, which operates as a private nonprofit organization.
- HWR welcomes more than 50,000 visitors each year and is a major destination within the City of Menasha.
- Our trails are open to the public 15 hours/day, 365 days/year which gives us a high degree of exposure to risk.
- Past confusion over jurisdictional boundaries on the part of emergency responders has led to great concern by the HWR board of directors and staff regarding emergency coverage on the property.
- We worry that potential victims of heart attack, stroke, or diabetic emergency may not receive care soon enough due to confusion about jurisdictional lines. We are concerned that the responding police department or other emergency responder will be unable to provide effective assistance in the event of an emergency, or will be unable to assist us in investigating wrong-doing on the Reserve due to jurisdictional limitations.
- Recently the City of Menasha PD has responded to every call from the Reserve, and we are grateful for their support. However, on more than one occasion the officer has found, that upon arrival, he or she is outside of his or her jurisdiction and is unable to act.
- HWR does not abuse the privilege of police protection and does not present a tremendous work load for the police department. We recognize a non-emergency situation and do not use 911 unnecessarily.
- In the last five years, we have averaged 3-4 calls/year, primarily non-emergency calls reporting vandalism. We have placed these calls through the non-emergency number and have waited patiently until an officer was available to respond. Since building the Nature Center in 1999, only three 911 calls have been necessary. Police response time to these three 911 calls was in excess of 30 minutes, primarily due to confusion about jurisdictional responsibility.
- The HWR board and staff requests that the City of Menasha annex all of the City-owned, and HWR leased properties into the City of Menasha to provide effective police and fire protection for the entire property.



Town of Menasha

Municipal Offices ♦ 2000 Municipal Drive ♦ Neenah, WI 54956-5665
Phone: (920) 720-7100 ♦ Fax: (920) 720-7116
www.town-menasha.com

March 14, 2007

Mayor Joseph F. Laux
Menasha Common Council
City of Menasha
140 Main St.
Menasha, WI 54952

Re: Annexation of Heckrodt Park and other lands
Request for delay of action and meeting
HAND-DELIVERED

Dear Mayor Laux:

On Monday, March 5th when the City Council had its first reading of the annexation ordinance I was out of town on vacation and unable to contact you. Since then I have reviewed this matter with our town planner, administrator, assessor, and attorney.

I am proposing that a meeting between City and Town officials be undertaken before final passage of the City's proposed annexation ordinance for all the reasons set forth in this letter.

To begin with, the proposed boundaries go far beyond the Heckrodt Park area creating a new irregular and confusing boundary line that is contrary to the spirit and intent of the Town/City boundary agreement. The preamble of the Boundary Agreement states that the purposes to be accomplished include the following:

- B. Facilitate orderly development of the Town and City.**
- C. Eliminate current and minimize future litigation.**
- D. Provide for cost effective governmental services to citizens of the Town and City.**
- F. Promote harmony between the municipalities.**

Furthermore, paragraph 12.d of the Boundary Agreement specifically states:

"The Agreement imposes a duty of good faith and fair dealing of all parties."

You may recall when the initial discussions of this annexation arose, it involved only the Heckrodt Park area of approximately 37 acres.

The purpose of the annexation was to facilitate police service for enforcing regulations in the City owned park, which was located within the Town boundaries. This made sense.

Now, unfortunately, the expanded lands to the east of the park that have been added to the proposed territory for annexation create new problems for orderly administration of the same type the City proposed to eliminate as follows:

1. The annexation of the wetlands area sandwiched between Town industrial and Town residential property south of Highway 114 will create an area subject to City police and fire supervision bordered on both sides by properties in Town jurisdiction. When Town property owners register complaints, how will the City Fire and Police Department employees even get to this property without having to cross Town lands for access, and will they be motivated to address complaints by the Town residents bordering this property?
2. On State Highway 114, you will create an alternating patchwork of lot jurisdictions where lot by lot going west to east, you will have a lot in the Town, followed by two lots in the City, followed by one lot in the Town, followed by one lot in the City, all on the same street. The tax parcels you propose to annex causing this problem include 0083251, 0083253, and 0083256, the last of which is the corner lot on Highway 114 and South Oneida Street.

For a process that was purported to solve one problem, the City of Menasha is now creating two new problems of the same kind proposed for elimination due to the irregular amended boundaries now being proposed for annexation beyond Heckrodt Park.

The additional land the City is now attempting to annex bears no relationship to the problem the City indicated it was trying to solve by annexing the Heckrodt Park. The boundary lines drawn for this annexation directly contradict the purposes of the Boundary Agreement.

It certainly appears that the only reason that can explain the annexation boundaries drawn to acquire lands east of Heckrodt Park is an attempt to acquire additional property along State Highway 114 to add tax base to the City, while disregarding the policies for the common good clearly stated in the Boundary Agreement outlined above. Although legally permitted, this does not appear to be a good faith application of the purposes expressed in the Boundary Agreement, and furthermore, it will necessitate detachment of other City property.

It remains the collective opinion at the Town that the City is annexing improved property with respect to both the parkland and the additional lots located on Highway 114. These properties have been improved for park purposes or commercial development. The improvements include boardwalk, parking lot, trails, fencing, sewer and water service, and/or paved roads. The improvements on each of these parcels vary, but they are certainly improved.

Section 4.b. of the Boundary Agreement requires detachment of property of equivalent value north or west of Highway 441:

“No improved property south and east of the boundary line may be included in any annexation unless property north and west of the boundary line is simultaneously detached whose approximate value is equal to the value of the annexed area.”

The Town is willing to discuss exchange by detachment of the Goodwill property in the City for the Heckrodt Park property in the Town. If the City persists in seeking to obtain the improved lots on Highway 114, the Town is willing to negotiate for detachment of other properties from the City of equivalent value to accommodate the annexation of these improved parcels.

We urge the City to table this matter until a resolution can be mutually negotiated consistent with the Boundary Agreement. Rushing forward with the passage of this annexation will force the Town Board to make a decision whether or not to have the Boundary Agreement enforced in Court relating to the issues of detachment from the City of properties with equivalent value. There is a high probability in my opinion that friendly negotiations would avoid the necessity for such action.

In conclusion, I remain of the belief that the Boundary Agreement sets forth beneficial objectives for both of our communities, and it should be followed, both from a legal and practical perspective. Accordingly, I again urge City officials to schedule a meeting with Town officials to resolve these matters before final action is taken on the currently proposed annexation ordinance in the current form now before the City of Menasha Council.

Sincerely,

TOWN OF MENASHA

BY: 
Arden Tews, Town Chairman

cc: City Council Members
City Clerk
City Attorney
Town Board

**DEVELOPMENT AGREEMENT
BETWEEN
GILBERT DEVELOPMENT COMPANY, LLC and PJC GROUP, LLC
AND THE CITY OF MENASHA**

THIS DEVELOPMENT AGREEMENT (the "Agreement"), is made and entered into as of the ____ day of _____, 2007 by and between the City of Menasha, Wisconsin, a municipal corporation of the State of Wisconsin, with its principal offices located at 140 Main Street, Menasha, WI 54952 (hereinafter "City"), and Gilbert Development Company, LLC, and PJC Group, LLC Wisconsin Limited Liability Corporations with its principal offices located at _____ (hereinafter collectively "Developer").

RECITALS

The City is proposing to create a Tax Incremental District ("TID #11"), in accordance with Section 66.1105, Wis. Stats., Wisconsin's Tax Increment Law, in order to provide a viable method of financing the costs of needed public improvements within the district and thereby create incentives and opportunities for appropriate private development, which will contribute to the overall development of the City.

The City is authorized, by Section 66.1105(9)(a) of Wisconsin Statutes, as amended, to pay the "Project Costs" (as defined in such statutory section) from the special fund of TID 11 or from the proceeds of municipal obligations issued under Wisconsin Statutes, as amended.

The City is authorized by Section 66.1105(3)(e) of Wisconsin Statutes, as amended, to enter into any contract or agreement necessary or convenient to implement the provisions and effectuate the purposes of the Project Plan for TID 11.

The City has determined that at least 50%, by area, of the real property within the proposed TID 11 is a "Blighted Area" within the meaning of Section 66.1105(2)(a)1., Wis. Stats., and/or in need of "Rehabilitation or Conservation Work" within the meaning of Section 66.1337(2m)(a), Wis. Stats.

The Project to be undertaken by the Developer, as described herein, is of particular importance to the City and provides special benefits to the City because of its prominent location in the City.

The Project Plan includes "Development Incentive Payments" as eligible project costs for purposes of carrying out the Project Plan.

The City proposes to enter into this Development Agreement with the Developer to achieve the redevelopment of the Project Area, and the City is prepared to provide financial assistance to the Developer through Development Incentive Payments in order to bring about the continued development in accordance with this Agreement.

Developer for the Project is proposing to acquire real property within the boundaries of TID 11 and intends to develop the property by constructing a two-story office building comprising approximately 14,000 square feet of rentable space at an estimated cost of \$1,500,000.

It is in the mutual interest of all parties to proceed with development of the Project, and in return for the benefits to be derived therefrom, the City is prepared to provide financial assistance to the

Developer through development incentives in order to bring about the development and thereby promote the sound growth of the City's downtown area.

AGREEMENT

NOW, THEREFORE, in consideration of the Recitals, the covenants and agreements set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

ARTICLE I. DEFINITIONS

All capitalized terms used herein and not otherwise defined herein, or by the specifically stated Wisconsin Statutory Reference shall be defined to have the following meanings unless a different meaning clearly appears from the context:

"Agreement" or "Development Agreement" means this Agreement, as the same may be from time to time modified, amended or supplemented.

"Brownfield Grant" means the Wisconsin Department of Commerce grant, number _____, awarded to the City of Menasha on _____ day of _____, 2007.

"Demolition" means the removal of the old Gilbert Paper Mill and reclamation of the real estate.

"Developer" means Gilbert Development Company, LLC, together with PJC Group, LLC, and its permitted successors and assigns.

"Development Incentive Payments" means the payments due the Developer under Section 6.1 of this Agreement.

"Events of Default" means any of the events described in Section 8.1 hereof.

"Gilbert Paper Mill" means the paper factory building formerly owned by the Gilbert Paper Company as shown on Exhibit C.

"Grant" means the City of Menasha Tax Increment Financing grant made in the amount of the principle amount (\$300,000) and the amount of accrued interest at the time of the final City payment pursuant to Section 6.1 is made.

"Plans and Specifications" means the plans and specifications for the Project prepared from time to time by the Developer which are approved by the City in accordance with all procedures and requirements of the City for such approvals.

"Project" or "Project Plan" means the development proposed by Developer herein for construction of a two-story office building comprising approximately 14,000 square feet of rentable space, with

associated parking, located on the land described on Exhibit "A" (the "Property") and having an estimated cost of \$1,500,000.

“Project Costs” shall mean the total costs to complete the Project including Demolition.

“Property” means Lot ____ of CSM _____, _____ Ahnaip Street, Menasha, WI 54952, as shown on Exhibit A.

“Tax Increment Value” means the assessed value of the Project, which is greater than the January 1, 2007 assessed value of the Property.

"Tax Increment Revenue" means the personal and real property tax revenue generated by the tax increment value (as defined in Section 66.1105(2)(i) of the Wisconsin Statutes) generated by the Project.

"TID Project Plan", as approved by the City, means the Project Plan for Tax Incremental Financing District No. 11 of the City of Menasha, Wisconsin.

ARTICLE II. OVERVIEW OF THE PROJECT

The Project consists of the construction of a two-story office building comprising approximately 14,000 square feet of rentable space with associated parking located on the "Property" and Demolition of the former Gilbert Paper Mill. Construction of the Project is to be commenced within three (3) months of the approval of the Plans and Specifications by the City, said Plans and Specifications once approved shall be attached hereto as Exhibit "B" (the "Development Plan"), and be completed within twenty-four (24) months thereafter, at an estimated cost of \$1,500,000.

ARTICLE III. REPRESENTATIONS AND WARRANTIES OF THE DEVELOPER

The Developer makes the following representations and warranties which the City may rely upon in entering into this Agreement and all other agreements with the Developer and granting all approvals, permits and licenses for the Project.

(A) Developer is a duly organized and existing limited liability corporation in current status under the laws of the State of Wisconsin.

(B) The execution, delivery and performance of this Agreement and the consummation of the transactions contemplated hereby have been duly authorized and approved by Developer, and no other or further acts or proceedings of Developer are necessary to authorize and approve the execution, delivery and performance of this Agreement and the matters contemplated hereby. This Agreement, and the exhibits, documents and instruments associated herewith and made a part hereof, have been duly executed and delivered by Developer and constitute the legal, valid and binding agreement and obligation of Developer, enforceable against it in accordance with their respective terms, except as the enforceability thereof may be limited by applicable bankruptcy,

insolvency, reorganization or similar laws affecting the enforcement of creditors' rights generally, and by general equitable principles.

(C) There are no lawsuits filed or pending, or to the knowledge of Developer, threatened against Developer that may in any way jeopardize the ability of Developer to perform its obligations hereunder.

(D) Developer has sufficient funds through equity investment in Developer and through lending sources for the completion of the Project, and Developer shall, from time to time upon the request of the City, provide evidence thereof satisfactory to the City. The Developer shall promptly notify the City of any material adverse change in the Developer's financial condition.

(E) Developer is the purchaser of the Property. The Project to be constructed will be fully subject to taxation under Wisconsin Property Tax Laws. Developer, for itself, its successors and assigns, shall take no action(s), and shall file no claim(s) seeking, promoting or encouraging exemption of the Project in whole or part from taxability under Wisconsin Property Tax Laws.

ARTICLE IV. UNDERTAKINGS OF THE DEVELOPER

4.1 Construction of the Project. The Developer shall commence construction of the Project in 2007 within three (3) months of approval of the Plans and Specifications by the City, and shall complete construction of the Project within twenty-four (24) months of commencement.

4.2 Compliance with Codes, Plans and Specifications, Etc. The building and other improvements to be constructed upon the Property, the construction thereof, and their uses shall be in compliance with all applicable codes and ordinances of the City, and with all pertinent provisions of this Agreement, the Project Plan and the Plans and Specifications. The acceptance of this Agreement and granting of any and all approvals, licenses and permits by the City shall not obligate the City to grant any variances, exceptions or conditional use permits, or approve any building the City determines not to be in compliance with the City codes and ordinances. All work done by or for Developer shall be in accordance with all applicable City codes and ordinances, the Plans and Specifications, and other applicable laws and regulations. All plans for each aspect of the work must be approved by the City (which may delegate such approvals to its staff in accordance with City codes, ordinances and policies). If permits or approvals are required for any such work, issuance of such permits or approvals is a condition to commencement of such work, and Developer will at its sole cost and expense take such action as required to seek such approvals and permits.

4.3 Brownfield Grant. Developer acknowledges and agrees that the City shall make application to the Wisconsin Department of Commerce for the purpose of Demolition and environmental remediation of the Property.

4.4 Developer, as an inducement to the City to proceed with establishment of the TID 11 and to provide the Grant as provided herein to Developer for the development of the Project, hereby represents that the contemplated Project will be fully subject to real estate and personal property taxes under Wisconsin Property Tax Laws. Developer further represents and agrees for itself, its successors

and assigns, that it shall take no action(s) or advocate any position or change in state law which would jeopardize or call into question the taxability of the Project.

Notwithstanding the above, in the event that the Project is determined at any time to be exempt from real and/or personal property taxation under state law, Developer, for itself, its successors and assigns, agrees to make voluntary payments in lieu of taxes to the City, County, school district, and any other property taxing jurisdictions in the amounts and within the time periods that would otherwise be required as if the property were fully taxable, in recognition of the valuable governmental services and benefits available and/or provided to the Project and the Property.

4.5 Developer shall raze all structures identified in Appendix "C" and remove all demolition waste from the Property except for materials intended for reuse on the Property. City shall reimburse developer up to \$875,000 from the Brownfield Grant, or such other amount as may be awarded by the Department of Commerce for demolition and environmental remediation.

ARTICLE V. CONDITIONS TO THE UNDERTAKINGS OF THE DEVELOPER

5.1 All Obligations of the Developer under this Agreement. As a condition to each and all of the covenants, agreements and other obligations of the Developer under this Agreement, all of the following shall occur, in addition to all other requirements and conditions set forth in this Agreement:

(A) The Developer's performance under this section shall be contingent upon the City's acceptance and receipt of the Brownfield Grant from the Wisconsin Department of Commerce in the amount of \$875,000.

(B) The City establishing TID 11.

(C) All covenants and obligations of City under this Agreement are duly performed, observed and satisfied in all material respects.

(D) No uncured Event of Default has occurred, or with the giving of notice or lapse of time would occur.

ARTICLE VI. UNDERTAKINGS OF THE CITY

6.1 Development Incentives. After the Tax Incremental Value of the Project has exceeded a minimum of \$1,000,000, the City agrees to provide to the Developer the Grant in the amount of \$300,000 and the accrued interest as provided in Exhibit D. The Grant may be prepaid at any time, but until paid in full, the payments will be provided to the Developer as follows:

Each year for a maximum period of twenty (20) years, commencing in 2009, the City will pay to the Developer an amount equal to ninety percent (95%) of the Tax Increment Revenue received by the City with respect to the Project in that year, provided that the Tax Incremental Value of the Project is in excess of \$1,000,000 on January 1 of the previous

year. The City shall make the payment due to the Developer, if any, under this Section no later than September 30 of each year, commencing in 2009.

Should the City elect to prepay the grant at any time prior to the maximum twenty year period, the City's grant shall be limited to the principal of \$300,000 along with any accumulated interest based on the interest rate stated in Exhibit D to the date of the City's payment. If the Developer refinances the date in any fashion such that the interest is greater than that provided in Exhibit D, the City's annual payment shall not increase as a result of such refinancing.

6.2 Brownfield Application and Payments. The City shall apply for and obtain the Brownfield Grant which shall be used to reimburse the Developer.

ARTICLE VII. CONDITIONS TO THE UNDERTAKINGS OF THE CITY

7.1 All Obligations of the City under this Agreement. As a condition to each and all of the covenants, agreements and other obligations of the City under this Agreement, all of the following shall occur, in addition to all other requirements and conditions set forth in this Agreement:

(A) The City's performance under this section shall be contingent upon the City's acceptance and receipt of the Brownfield Grant from the Wisconsin Department of Commerce in the amount of \$875,000.

(B) The Project shall be completed within twenty-four (24) months of commencement of construction. If it is not, the City shall have the right to recalculate and reduce the amount of the development incentives to be paid to the Developer.

(C) All representations and warranties of Developer set forth in Article III and otherwise in this Agreement and in all agreements expressly referred to herein shall be true, complete and correct in all material respects.

(D) All material covenants and obligations of Developer under this Agreement are duly performed, observed and satisfied.

(E) No uncured Event of Default has occurred, or with the giving of notice or lapse of time would occur.

ARTICLE VII. INDEMNIFICATION OF THE CITY

The Developer hereby indemnifies and holds harmless the City, its governing body members, officers, agents, including the independent contractors, consultants and legal counsel, servants and employees thereof (hereinafter, for purposes of this section collectively referred to as the "Indemnified Parties"), against any loss or damage to property or any injury to or death of any person occurring at or

about or resulting from any defect in the development of the Project or the Demolition, provided that the foregoing indemnification shall not be effective for any negligent acts of the Indemnified Parties in fulfilling the obligations of the City or its agents as set forth in this Agreement. Except for any willful misrepresentation or any willful misconduct of the Indemnified Parties, the Developer will protect and defend the Indemnified Parties from any claim, demand, suit, action or other proceeding whatsoever by any person or entity whatsoever arising or purportedly arising from the action or inaction of the Developer (or other persons acting on its behalf or under its direction or control) under this Agreement, or the transactions contemplated hereby or the acquisition, construction, installation, ownership and operation of the Project. To receive this indemnification, the Indemnified Parties must tender the defense of any claim or action to the Developer. If the Developer does not accept such tender, or, in the good faith determination of the Indemnified Parties the Developer will have a conflict of interest, the Indemnified Parties shall have the right to obtain and pursue their own defense and shall be reimbursed from the Developer. All covenants, stipulations, promises, agreements and obligations of the City contained herein shall be deemed to be covenants, stipulations, promises, agreements and obligations of the City and not of any governing body member, officer, agent, servant or employee of the City.

ARTICLE IX. DEFAULT/REMEDIES

9.1 Events of Default. An Event of Default is any of the following:

(A) A failure by the Developer to cause substantial completion of the Project to occur pursuant to the terms, conditions and limitations of this Agreement, or the failure of the Developer to perform or observe any and all covenants, conditions, obligations or agreements on its part to be observed or performed when and as required under this Agreement, in either case within forty-five (45) days after written notice to the Developer of such failure, provided that if such matter is not financial and cannot be cured within such forty-five (45) day period but if the Developer commences to cure such matter within the forty-five (45) day period and thereafter reasonably and continuously takes action to complete such cure and such cure is completed within ninety (90) days of the date of written notice to Developer, then the event will not be an Event of Default.

(B) The failure by the City to observe or perform any other covenant, condition, obligation or agreement on its part to be observed or performed when and as required under this Agreement, in either case within forty-five (45) days after written notice to the City of such failure, provided that if such matter is not financial and cannot be cured within such forty-five (45) day period but if the City commences to cure such matter within the forty-five (45) day period and thereafter reasonably and continuously takes action to complete such cure and such cure is completed within ninety (90) days of the date of notice to the City, then the event will not be an Event of Default.

(C) Developer becomes insolvent or is the subject of bankruptcy or insolvency proceedings.

9.2 Remedies on Default. Whenever an event of default occurs and is continuing, the other non-defaulting party may take any one or more of the following actions:

(A) The non-defaulting party may immediately suspend their performance under this Agreement from the time any notice of an Event of Default is given until they receive assurances from the defaulting party deemed adequate by the non-defaulting party, that the defaulting party will cure its default and continue its performance under this Agreement.

(B) The non-defaulting party may take any action, including legal or administrative action, in law or in equity, which may appear necessary or desirable to enforce performance and observance of any obligation, agreement or covenant of the defaulting party under this Agreement.

9.3 No Remedy Exclusive. No remedy or right conferred upon or reserved to the City in this Agreement is intended to be exclusive of any other remedy or remedies, but each and every such right and remedy shall be cumulative and shall be in addition to every other right and remedy given under this Agreement now or hereafter existing at law or in equity or by statute. No delay or omission to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver thereof, but any such right and power may be exercised from time to time and as often as may be deemed expedient.

9.4 No Implied Waiver. In the event any agreement contained in this Agreement should be breached by any party and thereafter waived by the other party, such waiver shall be limited to the particular breach so waived and shall not be deemed to waive any other concurrent, previous or subsequent breach hereunder.

9.5 Agreement to Pay Attorneys' Fees and Expenses. Whenever any event of default occurs and either the non-defaulting party employs attorneys or incurs other expenses for the collection of payments due or to become due or for the enforcement or performance or observance of any obligation or agreement on the part of the defaulting party herein contained, the defaulting party shall, on demand thereof, pay the non-defaulting party the reasonable fees of such attorneys and such other expenses so incurred by the non-defaulting party.

ARTICLE X. FORCE MAJEURE

No party will be responsible to any other party for any resulting losses if the fulfillment of any of the terms of this Agreement (other than any financial obligation) is delayed or prevented by war, strikes, fires, floods, acts of God, and other reasons wholly without the control of the party with whose performance there was interference, and which, by the exercise of reasonable diligence, such party is unable to prevent, and the time for performance will be extended by the period of delay occasioned by any such cause. In the event a party becomes aware of a pending delay under this section, such party shall immediately notify the other party of the anticipated delay including the expected time of the delay.

ARTICLE XI. ADDITIONAL PROVISIONS

11.1 Conflicts of Interest. No member of the governing body or other official of the City shall have any financial interest, direct or indirect, in this Agreement, the Property or the Project, or any contract, agreement or other transaction contemplated to occur or be undertaken thereunder or with respect thereto, nor shall any such member of the governing body or other official participate in any decision relating to this Agreement which affects his or her personal interest or the interests of any corporation, partnership or association in which he or she is directly or indirectly interested. No member, official or employee of the City shall be personally liable to the City in the event of any default or breach by the Developer's successors or assigns on any obligations under the terms of this Agreement.

11.2 Incorporation by Reference. All exhibits and other documents attached hereto or referred to herein are hereby incorporated in and shall become a part of this Agreement.

11.3 No Implied Approvals. Nothing herein shall be construed or interpreted in any way to waive any obligation or requirement of Developer to obtain all necessary approvals, licenses and permits from the City in accordance with its usual practices and procedures, nor limit or affect in any way the right and authority of the City to approve or disapprove the Development Plan, Plans and Specifications, or any part thereof, or to impose any limitations, restrictions and requirements on the development, construction and/or use of the Project as a condition of any such approval, license or permit; including, without limitation, requiring any and all other development and similar agreements.

11.4 No Assignment. Developer may not assign its rights in this Agreement without the express prior written consent of the City. Developer shall not sell, transfer or convey the Property unless and until an occupancy permit has been issued.

11.5 Time of the Essence. Time is deemed to be of the essence with regard to all dates and time periods set forth herein or incorporated herein.

11.6 Headings. Descriptive headings are for convenience only and shall not control or affect the meaning or construction of any provision of this Agreement.

11.7 Notices. Any notice required hereunder shall be given in writing, signed by the party giving notice, personally delivered or mailed by certified or registered mail, return receipt requested, to the parties' respective addresses as follows:

To the City:

City of Menasha
c/o Greg Keil
140 Main Street
Menasha, WI 54952

With a copy to:
City Attorney Jeffrey S. Brandt
City Hall 140 Main
Menasha, WI 54952

To the Developer:

Gilbert Development Company, LLC
430 Ahnaip Street
Menasha, WI 54952

11.8 Entire Agreement. This document and all other documents and agreements expressly referred to herein contain the entire agreement between the Developer and the City with respect to the matters set forth herein. This Agreement may be modified only by a writing signed by all parties.

11.9 Governing Law. This Agreement shall be construed in accordance with the laws of the State of Wisconsin.

11.10 Cooperation. The City and the Developer agree to cooperate and expedite in the prosecution of applications made by either party for any governmental certificates or approvals appropriate or necessary for the consummation of the transactions contemplated by this Agreement or the use and occupancy of the Property. The City and the Developer each will at any time, or from time to time at the written request of the other, sign and deliver such other documents as may be reasonably requested or as may be reasonably necessary or appropriate to give full effect to the terms and conditions of this Agreement.

11.11 Counterparts. This agreement may be executed in any number of counterparts, each of which shall be deemed an original.

11.12 Binding. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, representatives, successors and permitted assigns.

List of Exhibits:

- "A" Legal Description
- "B" Developer's Project Plans
- "C" Gilbert Paper Mill Building Demolition Schedule
- "D" Developer Financed Tax Increment Financing

This document consists of _____ (____) pages, including the following signature page.

**SIGNATURE PAGE FOR
DEVELOPMENT AGREEMENT**

IN WITNESS WHEREOF, the parties have duly executed this Agreement, or caused it to be duly executed, as of the _____ day of _____, 2007.

Gilbert Development Company, LLC BY:
Randall Stadtmueller, Managing Member

PJC Group, LLC
E. J. Jelinski

CITY OF MENASHA BY
Joseph F. Laux, Mayor

PJC Group, LLC
Tom Chalcoff

Attest:
Deborah A. Galeazzi, City Clerk

STATE OF WISCONSIN
COUNTY OF WINNEBAGO

Personally came before me this _____ day of _____, 2007, the above-named _____ and Joseph F. Laux and Deborah A. Galeazzi, to me known to be the persons who executed the foregoing instrument and acknowledged the same in the capacity and the purposes therein intended.

Jeffrey S. Brandt
Notary Public,
State of Wisconsin
Winnebago County.
My commission is permanent.

This document authorized by and in accordance with Res. No. ____-05-06.

DRAFT 3/7/07

EXHIBIT "A"

LEGAL DESCRIPTION OF THE PROPERTY

DRAFT 3/7/07

EXHIBIT "B"

DEVELOPER'S PROJECT PLANS

EXHIBIT "C"

**GILBERT PAPER MILL BUILDING
DEMOLITION SCHEDULE**

EXHIBIT "D"

DEVELOPER FINANCED TAX INCREMENT FINANCING Interest Rate Determination

City shall be responsible to make payments to Developer for the Grant amount of \$300,000 as specified in Section 6.1 of the Agreement. The rate of interest applied to the unpaid balance shall be equal to the prime banking rate (defined to be the local bank cost of funds rate plus 3.25 points) as determined on the date of the full and complete approval and execution of this Agreement by the City and the Developer (if the approval and execution were to occur on (3-14-07 the rate would have been 8.25%). This rate once established shall remain fixed for the entire period and shall be applied to the outstanding balance due the Developer from the City and shall not be modified.

Vendor	13697	MIRON CONSTRUCTION CO INC	Check Date	2/8/2007	Check Number	011342
Ref Nbr	Inv Nbr	Inv Date	Invoice Amount	Amount Paid	Disc Taken	Net Check Amt
016387	38288	1/26/2007	2492.60	2492.60	0.00	2492.60



LETTER OF TRANSMITTAL

To: Chief Van Der Wyst
City of Menasha
140 Main St
Menasha, WI 54952

Date: 1/26/07
Re: Neenah Menasha Fire Rescue
Station #36

Job # 51515

WE ARE SENDING YOU:

☐
☐

Shop Drawings
Copy of Letter

☒
☐
☐

Attached
Plans/Specifications
Miron Purchase Order

☐
☐
☐

Under Separate Cover
Project Mod No. _____

Copies Description

01 Invoice #38288 dated 1/26/07.

THE ABOVE IS TRANSMITTED AS MARKED BELOW:

☐
☐

For Approval
For Your Use & Info

☐
☐

For Your Signature
As Requested

☐
☒

For Your Response
For Payment

REMARKS:

This invoice is for reimbursement for the soil boring for the proposed new Fire Station #36.

Copy: File

Prepared By: Paul Riederer
Sr Project Manager

MIRON CONSTRUCTION CO., INC.

Building Excellence
www.mironconst.com

Ltr of Transmittal

Corporate Office
P.O. Box 509, Neenah, WI 54957-0509
1471 McMahon Drive, Neenah, WI 54956

Phone: 920/969-7000
Fax: Call for dept. fax no.

Wausau, WI
816 North Third Street, Wausau, WI 54403
Phone: 715/848-6014 Fax: 715/845-9119

Cedar Rapids, IA
9440 Atlantic Drive SW, Ste 3, Cedar Rapids, IA 52404
Phone: 319/366-5692 Fax: 319/366-5695

Building Excellence

Corporate Office
P.O. Box 509
Neenah, WI 54957-0509
Phone: 920/969-7000
Fax: 920/969-7396

NO. 38288

Please Remit to:

Miron Construction Co Inc.
Box 23910
Green Bay, WI 54305-3910

ATTN: CHIEF VAN DER WYST
CITY OF MENASHA
140 MAIN STREET
MENASHA WI 54952-

Our Order No. 51515	Your Order No.	Terms NET 10 DAYS 1-1/2% per month (18% per annum)	Invoice Date 1/26/2007
DESCRIPTION			AMOUNT
NEENAH MENASHA FIRE & RESCUE STATION #36			
***** FINAL BILLING *****			
MIDWEST ENGINEERING SERVICES			2,420.00
Sub-total Charge:			2,420.00
Job Mark-up 3.00 %:			72.60
TOTAL AMOUNT DUE:			\$2,492.60

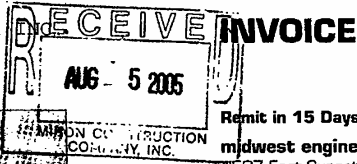
Seller represents that with respect to the production of the article and/or services covered by this invoice, it has fully complied with the provisions of the Fair Labor Standards Act of 1938, as amended

ORIGINAL INVOICE

act of 1938, as amended

Office Performing Work:

MIDWEST ENGINEERING SERVICES,
1125 W TUCKAWAY LANE
MENASHA, WI 54952
920-735-1200



PAGE: 1



Remit in 15 Days to:

midwest engineering services, inc.
1507 East Sunset Drive, Suite 125
Waukesha, WI 53189-8213
FD No. 39-1633553

Mr. Paul Riederer
Miron Construction Co., Inc.
1471 McMahon Drive
Neenah WI 54956

MES Project No. 3-53068
Geo Exploration & Analysis
Fire Station No. 36
Menasha WI

CLIENT NO.	CLIENT PO.	INVOICE DATE	INVOICE NO.	DUE DATE		
03-MIR		07/31/05 8/4/05	3530681-IN	08/15/05 8/17/05		
DESCRIPTION			QUANTITY	UNIT	RATE	TOTAL
Mobilization of drilling equipment and personnel, utility clearance, borehole staking and elevation survey			1.00	LUMP	375.00	375.00
Drill 4 soil borings to 25 feet and 1 boring to 15 feet with sampling, and bentonite chips for borehole abandonment			1.00	LUMP	1,095.00	1,095.00
Unconfined compressive strength tests, calibrated hand penetrometer tests, visual engineering classification, moisture content tests, grain size analysis and atterberg tests			1.00	LUMP	250.00	250.00
Project engineer for project coordination and report preparation. Principal engineer for project and report review.			1.00	LUMP	700.00	700.00

VENDOR# 2472
GL# 3120
JOB# 010291
CC#
RTNG#
☐ FAX EXEMPT
AMOUNT \$ 2420.00
DISCOUNT
TAX
APPROVAL

ACCOUNT STATUS

CURRENT	30 DAYS	60 DAYS	90 DAYS	120 DAYS	THIS INVOICE
2,420.00	.00	.00	.00	.00	2,420.00

GEO 12/01

WHITE - ORIGINAL

PINK - REMITTANCE

GOLDENROD - FILE



Martenson & Eisele, Inc.

professionals dedicated to serving people committed to improving their communities

Planning
Environmental
Surveying
Engineering
Architecture

March 9, 2007

Mr. Thomas Stoffel
Comptroller/Treasurer
City of Menasha, Wisconsin
140 Main Street
Menasha, WI 54952

RE: Project Status
New Fire Station #36
Neenah-Menasha Fire Rescue
M&E Project No. 210-090

Dear Tom,

At the request of Fire Chief Van der Wyst, I am writing this letter up update you on the status of the Fire Station #36. As you know the project was put on hold at the request of Mayor Joe Laux approximately 1 year ago. The project continues to be on indefinite hold and Martenson & Eisele will not proceed until we receive written confirmation from the City of Menasha to do so.

At the time the project was put on hold, the construction documents were approximately 95% complete. This includes the project specification. The only tasks which remained were my final in-house review and subsequent review and approval to proceed with bidding by the City of Menasha. I anticipate that we could have the project completed and ready for bidding within 2 weeks of receiving an authorization to proceed by the City.

From a contract standpoint, Martenson & Eisele has billed and has received payment for \$ 26,447.50 based on the total contract amount of \$37,250. This represents approximately 71% of the total contract amount. Costs yet to bill include the remainder of the Construction Document Phase phase which represents about 5% of the total contract amount as well as the entire bidding and construction administration phases which represent a combined 25% of the total contract amount.

Chief Van der Wyst also inform you on the soil borings which were ordered and were done on the site to the south of Manitowoc Road. Paul Riederer with Miron Construction had coordinated the submission of price quotes for the borings as Construction Manager for the project. I have attached a copy of a letter dated June 13, 2005 between Paul and Mark Radtke which recommends that Midwest Engineering Services perform the borings and prepare the geo-technical report for an amount of \$2,420. Midwest delivered the geo-technical report on August 3, 2005.

Martenson & Eisele and I personally stand ready to continue work on the Fire Station project. It is my hope to deliver to you and the Fire Department a facility which all can proud of.

Menasha Office | 1377 Midway Road, PO Box 449
920 • 731 • 0381 | Menasha, WI 54952-0449

Omro Office | 109 W. Main Street
920 • 685 • 6240 | Omro, WI 54963

1 • 800 • 236 • 0381
www.martenson-eisele.com



Sincerely,

Martenson & Eisele, Inc

A handwritten signature in black ink, reading "Robert L. Hoffmann". The signature is written in a cursive, flowing style with a large initial "R".

Robert L. Hoffmann, AIA, NCARB, CSI
Project Architect.



June 13, 2005

Mr Mark Radtke
City of Menasha
140 Main St
Menasha, WI 54952

Re: Neenah Menasha Fire Rescue
New Station #35
Menasha, WI

Dear Mark:

Please find attached the proposals for subsurface geotechnical exploration and foundation analysis services for the above mentioned project.

- Midwest Engineering Services (5 borings – 4 at 25'; 1 at 15') \$2,420
- River Valley Testing (5 borings – 4 at 25'; 1 at 15') \$2,776

Miron recommends awarding the work to Midwest Engineering Services.

Please contact me as soon as possible to confirm.

Sincerely,

MIRON CONSTRUCTION CO., INC.

Paul A. Riederer
Senior Project Manager

PAR/saw

Encl.

cc: Bob Hoffman/Martenson & Eisele
Chief Van Der Wyst
David G. Voss, Jr./Miron
File

MIRON CONSTRUCTION CO., INC.

Building Excellence
www.mironconst.com

Corporate Office

P.O. Box 509, Neenah, WI 54957-0509
1471 McMahon Drive, Neenah, WI 54956
Ph: 920/969-7000 Fax: Call for dept. fax no.

Wausau, WI

816 North Third Street, Wausau, WI 54403
Phone: 715/848-6014 Fax: 715/845-9119

Madison, WI

2810 Crossroads Dr. Suite 2800, Madison, WI 53718
Phone: 608/242-9512 Fax: 608/242-9541

Cedar Rapids, IA

9440 Atlantic Drive SW, Suite 3, Cedar Rapids, IA 52404
Phone: 319/366-5692 Fax: 319/366-5695